

**SIGNATURE DOCUMENT FOR
THE HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. 529-16-0132-00020
UNDER THE
HEALTHY TEXAS WOMEN'S GRANT PROGRAM**

I. PURPOSE

The **Health and Human Services Commission** ("System Agency") an administrative agency within the executive department of the State of Texas and having its principal office at 4900 North Lamar Blvd., Austin, TX 78751 and **Baylor College of Medicine -** ("Grantee" or "Contractor"), having its principal office at One Baylor Plaza Houston, TX 77030 (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for the Healthy Texas Women's Program ("Contract").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of with the provisions of Chapter 531 of the Texas Government Code and Title 1 of the Texas Administrative Code, Part 15, Chapter 382, Subchapter A, §§382.1-382.29.

III. CONTRACT PERIOD

The Contract will be effective on July 1, 2016, or upon the signature date of the latter of the Parties to sign the Contract, whichever occurs later. The Contract shall terminate on August 31, 2017, unless it is renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency reserves the option to renew the Contract for up to two additional two-year terms.

IV. STATEMENT OF SERVICES TO BE PROVIDED

The services to be performed under this Contract are described in: (1) the Healthy Texas Women Open Enrollment Solicitation, which is attached hereto as ATTACHMENT A and incorporated herein by this reference; (2) Contractor's revised Program Forms and revised Budget Documents; which are attached hereto as ATTACHMENTS B and C, respectively, and incorporated herein by this reference; and (3) the Contractor's Open Enrollment Application, which is attached hereto as ATTACHMENT D and incorporated herein by this reference.

In the event of a conflict, the order of precedence for these documents is as follows:

- Attachment A -- Healthy Texas Women Open Enrollment Solicitation
- Attachment B -- Contractor's revised Program Forms
- Attachment C -- Contractor's revised Budget Documents
- Attachment D -- Contractor's Open Enrollment Application

Contractor shall provide Healthy Texas Women Program services to 3,466 Unduplicated Clients during the term of this Contract.

V. NOT-TO-EXCEED AMOUNT AND COST REIMBURSEMENT PROCESS

The total amount of this Contract shall not exceed \$987,930 for the cost reimbursement portion of the Healthy Texas Women Program as described in the revised budget documents contained in ATTACHMENT C, which is attached hereto and incorporated herein by this reference. All expenditures under the Contract must be in accordance with Attachment C. This Contract is contingent upon the continued availability of funding. If funds become unavailable during the term of this Contract, the System Agency may terminate this Contract without penalty.

This Contract will be paid on a cost reimbursement basis as described in Section 2.7 of the Healthy Texas Women Open Enrollment, ATTACHMENT A.

VI. CONTRACT REPRESENTATIVES.

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency

Health and Human Services Commission -- Women's Health Services
Address: 1100 W. 49th Street
Austin, TX 78756
Attention: Camille Laosebikan
Email: Camille.Laosebikan@hhsc.state.tx.us
Phone: (512) 776-3561

Grantee

Baylor College of Medicine - Teen Health Clinic
1504 Taub Loop
Houston, TX 77030
Attention: * Dr. Peggy Smith
Email: peggys@bcm.edu
Phone: (713) 873-3601

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VII. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency

Health and Human Services Commission
4900 North Lamar Blvd.
Austin, TX 78751
Attention: HHSC Chief Counsel – Karen Ray

Grantee

Baylor College of Medicine
One Baylor Plaza, BCM310
Houston, TX 77030-3411
Attention: Leanne B. Scott, Director, Sponsored Programs

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

VII. DISPUTE RESOLUTION


If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

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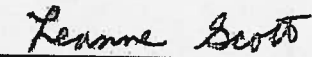
VIII. EXECUTION OF CONTRACT

The Parties have executed this Contract in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

SYSTEM AGENCY


Name: Lesley French
Title: Associate Commissioner
Date of execution: 6/29/2016

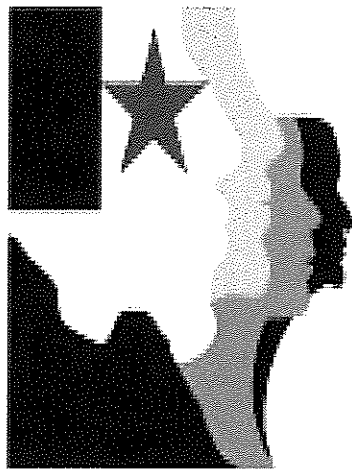
GRANTEE


Name: Leanne B. Scott, PhD
Title: Director, Sponsored Programs
Date of execution: 6-23-16

THE FOLLOWING ATTACHMENTS ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE:

- ATTACHMENT A - HEALTHY TEXAS WOMEN OPEN ENROLLMENT SOLICITATION
- ATTACHMENT B - CONTRACTOR'S REVISED PROGRAM FORMS
- ATTACHMENT C - CONTRACTOR'S REVISED BUDGET DOCUMENTS
- ATTACHMENT D - CONTRACTOR'S OPEN ENROLLMENT APPLICATION
- ATTACHMENT E - UNIFORM TERMS AND CONDITIONS
- ATTACHMENT F - SPECIAL CONDITIONS
- ATTACHMENT G - STATE ASSURANCES
- ATTACHMENT H - FEDERAL ASSURANCES
- ATTACHMENT I - DATA USE AGREEMENT

**Attachment A – Healthy Texas Women
Open Enrollment
Solicitation**



TEXAS

Health and Human Services Commission

Chris Traylor, Executive Commissioner

**Open Enrollment
For
Healthy Texas Women**

Enrollment Number: 529-16-0132

Enrollment Period Opens: May 27, 2016

Enrollment Period Closes: July 12, 2016

NIGP Class/Item Code:

- 924-16:** Laboratory Testing Services
- 918-88:** Quality Assurance Services
- 948-47:** Care Center Services, Health
- 948-48:** Drug Monitoring Services, International; Ethics & Code of conduct,
Medical, Euthanasia; Faith Healers
- 948-55:** Laboratory Services; Non-Physician
- 948-74:** Physician Professional Services
- 952-42:** Family Planning
- 952-62:** Mental Health Services
- 952-88:** Teen Pregnancy Services

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1. GENERAL INFORMATION

1.1. Project Scope

On July 1, 2016, HHSC will consolidate the Texas Women's Health Program (TWHP) and the Expanded Primary Healthcare Program (EPHC) into the new Healthy Texas Women Program (HTW Program). The HTW Program includes both a fee-for-service component (HTW Fee-for-Service Program) and a cost reimbursement component.

In this open enrollment, the State of Texas, by and through the Texas Health and Human Services Commission (HHSC), seeks qualified entities that provide, or will provide, services through the HTW Fee-for-Service Program to enter into cost reimbursement contracts to conduct additional activities that will enhance the clinical outcomes for clients seen through the HTW Fee-for-Service Program.

NOTE: A client will have an HTW identification card.

1.2. Point of Contact

The Health and Human Services Commission (HHSC) Point of Contact for inquiries concerning this open enrollment until the completion of the initial application screening is:

Procurement Project Manager:	Lizet Alaniz, CTPM
Address:	Health and Human Services Commission 4405 North Lamar Blvd Bldg. 1, MC-2020 Austin, Texas 78756
Phone:	(512) 406-406-2423
Fax:	(512) 406-406-2695
Email Address:	lizet.alaniz@hhsc.state.tx.us

Applicant must direct all procurement communications relating to this open enrollment to the HHSC Point of Contact named above unless specifically instructed to an alternate Contact by HHSC Procurement and Contracting Services (PCS).

An alternate contact will be provided to Applicants by email upon completion of the initial screening conducted by the PCS Procurement Manager.

1.3. Procurement Schedule

All dates are subject to change at HHSC's discretion. Applications must be received by the HHSC Point of Contact identified in subsection 1.2. by the enrollment closing period provided in the Procurement Schedule below. Late applications will be deemed non-responsive and will not be considered.

Procurement Schedule	
Open Enrollment Period Opens	05/27/16
Open Enrollment Period Closes	5:00 PM CST

Procurement Schedule	
	07/12/2016
HUB Vendor Teleconference	9:00 AM CST 06/02/16
HHSC Post Awards to <u>Electronic State Business Daily</u> (ESBD)	As contracts are executed
Anticipated Contract Start Date	7/1/16

1.4. Background

- **Overview of the Health and Human Services Commission (HHSC)**

Since 1991, the Texas Health and Human Services Commission (HHSC) has overseen and coordinated the planning and delivery of health and human service programs in Texas. HHSC is established in accordance with Texas Government Code Chapter 531 and is responsible for the oversight of all Texas health and human service agencies (HHS Agencies). HHSC's chief executive officer is Chris Traylor, Executive Commissioner of Health and Human Services.

As a result of the consolidation pursuant to the 78th Texas Legislature, Regular Session (2003), House Bill 2292, some of the contracting and procurement activities for the HHS Agencies have been assigned to the Procurement and Contracting Services (PCS) Division of HHSC. As such, PCS will administer the initial stages of the procurement process, including enrollment announcement and publication, handling of communications from the applicant, as well as managing the receipt and handling of valid applications.

- **Project Overview**

In December 2014, the Sunset Commission issued the recommendation that HHSC consolidate the women's health care programs in order to improve service and efficiency for clients and providers. This included the recommendation to consolidate the existing Texas Women's Health Program (TWHP) at HHSC and the Expanded Primary Health Care (EPHC) Program at DSHS into one program and division at HHSC. On July 1, 2016, HHSC will consolidate the TWHP and EPHC into the Healthy Texas Women (HTW) Program. The HTW Program is comprised of two components, one that is within the scope of this open enrollment and one that is not.

The first component is the HTW Fee-for-Service Program, **which is not within the scope of this open enrollment.** The HTW Fee-for-Service Program is patterned after the current Texas Women's Health Program. As such, any qualified Medicaid provider in Texas, who has completed the TWHP/HTW certification process, may be reimbursed for services in accordance with the "Healthy Texas Women Program Reimbursable Procedure Codes", which are contained in Appendix A for informational purposes only. In the HTW Fee-for-Service Program, client eligibility is determined by HHSC and fee-for-service claims will be processed by the Texas Medicaid Healthcare Partnership.

Services in the HTW Fee-for-Service Program will be preventive health, medical, counseling, and educational services that assist low-income Texan women to manage their fertility and achieve optimal reproductive and general health and include, but are not limited to, the following services: pelvic examinations, contraceptive services (pregnancy prevention and birth spacing), pregnancy testing and counseling, sexually transmitted infection services, breast and cervical cancer screenings and diagnostic services, immunizations, cervical dysplasia treatment, and other preventive services.

The second component of the HTW Program, **which is within the scope of this open enrollment**, is the cost reimbursement component, which is discussed further in Section 2 of this open enrollment. The services provided under the cost reimbursement component of the HTW Program do not include direct client care services provided through the HTW Fee-for-Service Program; however, the services being procured in this open enrollment are directly related, and limited, to the clients served through the HTW Fee-for-Service Program and women that are deemed presumptively eligible for the HTW Fee-for-Service Program.

The women eligible to participate in the HTW Fee-for-Service Program include women who are:

- Age 15 ≤ 44;
- At or below 200% of the Federal Poverty Level (FPL);
- U.S. citizens/legal immigrants; and
- Not Pregnant.

Eligibility determinations are made through the Texas Integrated Eligibility Redesign System (TIERS).

1.5. Eligible Applicants

To be eligible to apply for a contract and receive an award through this open enrollment, Applicants must be:

- free to participate in state contracts and not be debarred by the Texas Comptroller of Public Accounts:
http://comptroller.texas.gov/procurement/prog/vendor_performance/debarred/
- free to participate in federal contracts with the System of Award Management (SAM). Applicant is ineligible to apply for funds under this OE if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs. Search the federal excluded list at the following website:
<https://www.sam.gov/portal/public/SAM;>
- determined to be "Active" by the Texas Comptroller of Public Accounts:
[http://www.cpa.state.tx.us/taxinfo/coasintr.html;](http://www.cpa.state.tx.us/taxinfo/coasintr.html)
- located in Texas and have a Texas business address; and
- a current Texas Women's Health Program provider or be eligible to provide Texas Women's Health Program services or be an Applicant that:

- a. does not perform or Promote Elective Abortions;
- b. is not an Affiliate of an entity or individual that performs or Promotes Elective Abortions;
- c. meets these requirements throughout the procurement process and throughout the term of the awarded contract; and
- d. is a Medicaid provider in accordance with Title 1, Texas Administrative Code, Part 15, Chapter 352, or must have submitted a Texas Medicaid Provider Enrollment Application.

NOTE: To demonstrate eligibility to respond to this open enrollment, Applicant must include the Texas Provider Identifier (TPI) and the National Provider Identifier (NPI) for each clinic site that will provide HTW Program services on Form K-1. If a clinic site does not have a TPI or NPI, the Applicant must provide the date the Texas Medicaid Provider Enrollment Application was submitted on Form K-1. Applicants can learn more about the Texas Medicaid Provider Enrollment process by referring to the TMHP website.

1.6. Strategic Elements

- **Contract Type and Term**

HHSC will award one or more contracts for the HTW cost reimbursement component of the HTW Program. The initial resulting contract term will be July 1, 2016 and will terminate on August 31, 2017. HHSC reserves the option to amend the term of the resulting contract for up to two additional two-year terms, or as necessary to complete the mission of the procurement.

- **Contract Elements**

The term "contract" means the contract awarded as a result of this open enrollment, which includes the signature document and all attachments thereto, HHSC's Uniform Terms and Conditions Version 2.12 (UTCs), the HHSC Special Conditions, this open enrollment, and the successful Applicants' respective proposals. The UTCs are contained in Appendix B and the HHSC Special Conditions are contained in Appendix C. Additionally, a contract resulting from this open enrollment will be subject to HHSC's Data Use Agreement (DUA), which will be incorporated into the contract.

HHSC reserves the right to negotiate additional contract terms and conditions. Applicants are responsible for reviewing the UTCs and HHSC Special Conditions and noting any exceptions on the Applicant Information and Disclosures form.

1.7. External Factors

External factors may affect the project, including budgetary and resource constraints. Any contract resulting from the open enrollment is subject to the availability of state. As of the issuance of this open enrollment, HHSC anticipates that budgeted funds will be available to reasonably fulfill the project requirements. If, however, funds are not available, HHSC

reserves the right to withdraw the open enrollment or terminate the resulting contract without penalty.

1.8. Legal and Regulatory Constraints

1.8.1 Delegation of Authority

State and federal laws generally limit HHSC's ability to delegate certain decisions and functions to a contractor, including but not limited to: (1) policy-making authority; and (2) final decision-making authority on the acceptance or rejection of contracted services.

1.8.2 Conflicts of Interest

A conflict of interest is a set of facts or circumstances in which either an Applicant or anyone acting on its behalf in connection with this procurement has past, present or currently planned personal, professional or financial interests or obligations that, in HHSC's determination, would actually or apparently conflict or interfere with the Applicant's contractual obligations to HHSC. A conflict of interest would include circumstances in which a party's personal, professional or financial interests or obligations may directly or indirectly:

- make it difficult or impossible to fulfill its contractual obligations to HHSC in a manner that is consistent with the best interests of the State of Texas;
- impair, diminish or interfere with that party's ability to render impartial or objective assistance or advice to HHSC; or
- provide the party with an unfair competitive advantage in future HHSC procurements.

Neither the Applicant nor any other person or entity acting on its behalf, including but not limited to subcontractors, employees, agents and representatives, may have a conflict of interest with respect to this procurement. Before submitting a proposal, Applicants should carefully review the UTC's and HHSC Special Conditions for additional information concerning conflicts of interests.

An Applicant must certify that it does not have personal or business interests that present a conflict of interest with respect to the open enrollment and resulting contract (see Required Certifications Form). Additionally, if applicable, the Applicant must disclose all potential conflicts of interest. The Applicant must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained (see the Respondent Information and Disclosure Form). HHSC will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. **Failure to identify potential conflicts of interest may result in HHSC's disqualification of a proposal or termination of the contract.**

1.8.3 Former Employees of a State Agency

Applicants must comply with Texas laws and regulations relating to the hiring of former state employees (see e.g., Texas Government Code [§572.054](#)). Such “revolving door” provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees’ official responsibility.

As a result of such laws and regulations, an Applicant must certify that it has complied with all applicable laws and regulations regarding former state employees (see the Required Certifications form). Furthermore, an Applicant must disclose any relevant past state employment of the Applicant’s or its subcontractors’ employees and agents in the Respondent Information and Disclosure form.

1.8.4 Interpretive Conventions

Whenever the terms “shall,” “must,” or “is required” are used in this open enrollment in conjunction with a specification or performance requirement, the specification or requirement is mandatory.

Whenever the terms “can,” “may,” or “should” are used in this open enrollment in conjunction with a specification or performance requirement, the specification or performance requirement is a desirable, but not mandatory, requirement.

1.9. HHSC Amendments and Announcements Regarding this Open Enrollment

HHSC will post all official communication regarding this open enrollment to the Electronic State Business Daily (ESBD). HHSC reserves the right to revise the open enrollment at any time. Any changes, amendments, or clarifications will be made in the form of written responses to Applicant questions, amendments, or addenda issued by HHSC on the ESBD. Applicants should check the website frequently for notice of matters affecting the open enrollment. To access the website, go to the [ESBD search](#) page and enter a search for this procurement.

1.10. Amendments and Announcements Regarding this Open Enrollment

HHSC will post all official communication regarding this open enrollment on the [Electronic State Business Daily](#) (ESBD). HHSC reserves the right to revise the open enrollment at any time and to make unilateral amendments to correct grammar, organization and clerical errors. It is the responsibility of each Applicant to comply with any changes, amendments, or clarifications posted to the [ESBD](#). Applicant must check the [ESBD](#) frequently for changes and notices of matters affecting this open enrollment.

Applicant's failure to periodically check the ESBD will in no way release the Applicant from "addenda or additional information" resulting in additional costs to meet the requirements of the open enrollment.

All questions and comments regarding this open enrollment must be sent to the HHSC Point of Contact identified in subsection 1.2. Questions must reference the appropriate page and section number. HHSC's will post subsequent answers to questions to the ESBD as appropriate. HHSC reserves the right to amend answers prior to the open enrollment closing date.

Applicants should notify HHSC of any ambiguity, conflict, discrepancy, omission or other error in the open enrollment.

1.11. Delivery of Notices

Any notice required or permitted under this announcement by one party to the other party must be in writing and correspond with the contact information noted in subsection 1.2. of this open enrollment. At all times, Applicant will maintain and monitor at least one active email address for the receipt of Application-related communications from HHSC. It is the Applicant's responsibility to monitor this email address for Application-related information.

The remainder of this page is intentionally left blank.

2. SCOPE OF WORK

2.1. Project Scope

Activities under contracts resulting from this open enrollment must be directly related to support services that enhance services provided by an Applicant to a client under the HTW Fee-for-Service Program. Support services include, but are not limited to:

- (1) Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- (2) Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- (3) Staff development and training related to HTW Fee-for-Service Program service delivery; and
- (4) Client and community-based educational activities related to the HTW Program.

Applicants must provide the following program components in the provision of its identified support services: (1) Program Administration and Management; (2) Quality Assurance/Quality Improvement; (3) Professional Development; (4) Recruitment; and (5) Long-Acting Reversible Contraception Usage. Applicants must complete the Work Plan required on Form I and describe how it intends to meet each element of the required program components:

NOTE: A client will have an HTW identification number.

Program Component 1 - Program Administration and Management

Applicants must:

- A. Identify the services it proposes to provide;
- B. Identify the Priority Population to be served;
- C. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- D. Include a copy of the Institutional Review Board's approval if the applicant is currently conducting research on individuals who receive services through any HHSC-funded programs; and
- E. Provide an organizational Chart;
- F. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- G. Describe how it will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the entirety of the contract term.

Program Component 2 - Quality Assurance/Quality Improvement

Applicant must:

1. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
2. At a minimum, provide the following information:
 - a. Medical Director's involvement in the QA/QI activities;
 - b. Activities used to identify trends of needed improvement and the frequency of those activities;
 - c. Activities to ensure correction and follow-up to findings identified;
 - d. Use and frequency of client satisfaction surveys;
 - e. System used to identify, report, and monitor adverse outcomes; and
 - f. Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

Program Component 3 - Professional Development

Applicant must:

- A. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- B. Identify staff, including job titles that will attend HHSC required trainings.

NOTE: Contractor(s) may attend HHSC-required trainings in person or participate remotely. Trainings may include, but are not limited to, webinars, conference calls, and in person trainings.

Program Component 4 – Recruitment

Applicant must describe how it will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B.

Program Component 5 - Long-Acting Reversible Contraception (LARC) Usage:

Applicant must:

- A. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
- B. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
- C. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.

For each Program Component, Applicant must propose on Form I at least one goal and corresponding objective to achieve the goal(s) including a description of the activities necessary to meet the goal. Additionally, Applicant must:

- a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period.
- b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
- c. Indicate the name or position of the person primarily responsible for ensuring the completion of each activity.
- d. Define the time frame for accomplishing each objective/activity.
- e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

2.2. Assessment Narrative

Applicant must perform an assessment of the community and Priority Population Applicant intends to serve. Applicant must identify the data sources, e.g. Census Data, used in completing this assessment and the date(s) the assessment(s) was conducted.

Applicant must complete the Assessment Narrative contained in Form J and provide a description of the community that will be served by the Applicant's provision of support services in the HTW Program. Applicant's assessment must provide information describing the:

- A. Geographic boundaries of the community (urban or rural, physical environment);
- B. General demographic data (age, gender, ethnicity, etc.);
- C. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.);
- D. General description of community-wide health status (e.g., key morbidity/mortality statistics); and
- E. Priority Population for Applicant's project, including:
 - 1. Geographic service area (See Form B);

NOTE: For a county to be considered a part of a clinic's designated service area: (1) there must be a clinic located in the county; or (2) at least five percent (5%) of the clinic population served in the previous 12-month period must have resided in the county.

2. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
 3. Priority Population health status (including population data related to health indicators, behavioral data, associated risk factors, and community opinion data); and
 4. Current population served (characteristics, population data, numbers of individuals currently served, types and numbers of services provided).
- F. Applicant must identify gaps in resources and potential barriers to improving health status in the community and how Applicant's support services will address these issues.

2.3. Clinic Site Readiness

Applicant must complete a Clinic Site Readiness (Form K) assessment for each clinic site that will provide HTW support services funded through this open enrollment.

The Clinic Site Readiness Assessment must address the following:

- A. Appropriate signage;
- B. Space for clinical and administrative functions;
- C. Secure storage of records and medical supplies;
- D. Disposal of medical waste;
- E. CLIA certification;
- F. Accessibility;
- G. Emergency policies;
- H. Interpreter policies;
- I. Compliance with ADA; and
- J. Financial management systems.

Applicant must also provide the requisite "Clinic Site Information" and "Clinic Hours and Services" information contained on Form K-1 for each clinic that will provide HTW services funded through this open enrollment.

2.4. Staff Development Plan

Applicant must conduct staff development activities to ensure staff has the knowledge, skills and abilities to provide HTW services and meet the required Program Components. Applicant must provide a comprehensive Staff Development Plan (see Form L), that addresses the following:

- A. Identification of personnel responsible for coordinating staff development activities including job titles and qualifications for each person identified;
- B. Identification of specific training for eligibility and billing staff;
- C. A description of how training needs assessments are conducted and how staff training activities are tied to quality management review findings; and
- D. A description of procedures and documentation for staff annual performance review. Applicant must specify how the staff development plan incorporates review outcomes to further develop knowledge, skills, and abilities to provide HTW services.

Applicant must also develop a "Staff Development Training Calendar" in accordance with the following requirements (see Form L-1):

- A. Training twice a year on current LARC practice guidelines. However, if specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from this training requirement for that specific LARC method;
- B. At least one training for frontline staff on HTW Program objectives, program eligibility, and HTW services to ensure clear communication to clients and presumptively eligible clients on Women's Health Services and Family Planning Services offered through the HTW Program; and
- C. Training twice a year to staff on HTW eligibility screening and HTW Program application procedures.

2.5. Community Education/Program Promotion Plan

Applicant must develop and implement an annual plan (Form M) to provide community education and program promotion to:

- A. Inform the public of its purpose and services;
- B. Enhance community understanding of its objectives;
- C. Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- D. Enlist community support; and
- E. Recruit potential clients for the HTW Program.

The plan must be based on an assessment of the needs of the community required in subsection 2.2, above.

The Community Education/Program Promotion Plan must be comprehensive and it must describe each of the following topics:

1. Applicant's HTW Program promotion/education/Outreach plan for the contract period; and
2. Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in its service area. Applicant must include a description of the Outreach plan detailing media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must provide a calendar of its community education/HTW Program promotion for the contract period. The calendar must include information regarding topics, presentation-dates, locations, and presenters.

2.6. Reporting Requirements

Contractors must adhere to the following reporting requirements to ensure contract obligations have been met. The reports will assist HHSC with tracking progress towards objectives; evaluating and validating performance; ensuring adherence to policy; and ensuring availability and access to services.

HHSC may review, approve, or require modifications to the reporting requirements at its discretion. The agreed upon format will be determined prior to submission of the required report. Contractors will be provided with reporting templates post-award.

Applicant must develop goals and objectives as required in Form I, "Work Plan." Selected contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis.

Program Component	Reporting Period	Reporting Due Date
1. Program Administration and Management Update	Annually	On or before September 30, 2017.
2. Quality Assurance/Quality Improvement	Annually	On or before September 30, 2017.
3. Professional Development	Annually	On or before September 30, 2017.
4. Recruitment	Annually	On or before September 30, 2017.
5. Long-Acting Reversible Contraception (LARC) Usage	Annually	On or before September 30, 2017.

Contractors will be required to report on Staff Development activities included in the Staff Development calendar on an annual basis. The information contained in these reports must,

at a minimum, include: topic, presenter (including credentials if applicable), dates, location, and the number of attendees.

Staff Development	Reporting Period	Reporting Due Date
Description of Staff Development Activities.	Annually	On or before September 30, 2017

Contractors will be required to report on community education and program promotion activities by providing a Community Education/Program Promotion calendar in accordance with requirements set forth in Form M, "Community Education/Program Promotion Plan. Selected contractors are required to report on activities included in their Community Education/HTW Program Promotion calendar on an annual basis. The information contained in these reports must, at a minimum, include: topics, presenter (including credentials if applicable), dates, location, and the number of attendees.

Community Education/Program Promotion	Reporting Period	Reporting Due Date
Description of Community Education/Program Promotion Activities.	Annually	On or before September 30, 2017

2.7. Budget Requirements and Monthly Cost Reimbursement Process

A. Projected Budget Requirements:

In accordance with the requirements contained in Forms F, F-1 through F-7, Applicant must develop a categorical budget, where costs may be allocated to any of the following categories the Applicant identifies during its budget development process:

1. Personnel
2. Fringe Benefits
3. Travel
4. Equipment
5. Supplies
6. Contractual
7. Other
8. Indirect Costs

NOTE: Indirect costs are costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses, such as salaries and expenses of executive officers; personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.

The Applicant must base the budget and funding request on the Scope of Work.

Applicant must separately identify value-added benefits, cost-savings and cost-avoidance methods and measures, and the effect of such methods on the budget, requested funding, and Scope of Work.

B. Monthly Cost Reimbursement Process

HTW contractors will seek reimbursement for project costs by submitting monthly vouchers for expenses outlined in a categorical budget approved by HHSC as required for the cost reimbursement portion of the HTW Program.

HTW funds will be disbursed to contractors through a voucher system as expenses are incurred during the contract term.

Reimbursement must be requested by using a purchase voucher and providing supporting documentation. Vouchers and supporting documentation must be submitted monthly, within 30 days following the end of the month in which the costs were incurred.

Program income from the HTW Fee-for-Service Program claims payment must be expended before HTW cost reimbursement funds are requested through the voucher process. Contractors will be required to submit monthly vouchers even if program income equals or exceeds program expenses. When program expenses exceed program income, the monthly voucher will result in a payment up to the not-to-exceed amount of the contract.

2.8. Funding Request and Clients Served

On (Form H), an Applicant must estimate the projected amount of cost reimbursement funding needed, which must be based on the total cost of providing support services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service Program clients. Applicant must estimate the number of Unduplicated Clients that will be served during the term of the contract.

NOTE: Contractors who, at the time of contract commencement, are not yet enrolled as Texas Medicaid Providers for the HTW Program will be allowed to provide support services for clients and women deemed presumptively eligible for participation in the HTW Program. The services may only be provided in clinics that are assessed to be ready on Form K. All direct clinical services provided that qualify for payment under the HTW Fee-for-Service Program must, upon enrollment as a Texas Medicaid Provider, be charged to the HTW Fee-for-Service portion of the HTW Program prior to a contractor seeking reimbursement under the contract resulting from this procurement. In the event those services are not paid under the HTW Fee-for-Service portion of the HTW Program, a contractor may then submit those costs for reimbursement under the contract resulting from this procurement.

2.9. Service Delivery Area(s)

The geographic area to be served is statewide consisting of HHSC's Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11.

2.10. Goals and Performance Measures

Applicant must develop goals and objectives as required in Form I, "Work Plan." Contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis (See subsection 2.6. of this open enrollment).

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3. HISTORICAL UTILIZATION

3.1. Historical Utilization

- The table below is an estimate of the number of women at or below 200% of the Federal Poverty Level (FPL). It provides a rough estimate of the need for services statewide. For county level data, see Appendix E.

Region	Women Eligible for Family Planning Services	
	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

3.2. Method of Allocation

Total funding available under this solicitation is \$18,000,000.

Funding award decisions will be based on available funds, a regional assessment of women at or below 200 percent of the Federal Poverty Level (FPL), Applicant readiness, and proposed number of Clients to be served by the Applicant. HHSC will give Applicants that provide services in the identified underserved counties, priority in funding determinations. The underserved counties include: Bell, Cameron, Comal, Hays, Hidalgo, Hill, Lubbock, McLennan, Potter, Randall, Starr, Travis, Webb, Williamson, and Zapata.

Region	HTW Funding
Texas, all Regions	\$18,000,000
Region 1	\$598,665
Region 2	\$3,60,963
Region 3	\$4,426,189
Region 4	\$764,775
Region 5	\$530,255
Region 6	\$4,169,157

Region 7	\$1,964,974
Region 8	\$1,875,695
Region 9	\$370,578
Region 10	\$784,901
Region 11	\$2,153,847

NOTE: During the term of the contract(s) awarded as a result of this open enrollment, HHSC reserves the right to distribute or redistribute funds in any manner HHSC deems necessary.

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4. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

It is the policy of the Health and Human Services' (HHS) HUB Program Office to include the HUB Subcontracting Plan (HSP), when subcontracting opportunities are probable and a contract has an expected value of \$100,000 or more over and the HSP is applicable for the life of the contract including any subsequent amendments and renewals related to the original HSP.

In addition to, and in accordance with, Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, Rule §20.14, when the contractor is selected and decides to subcontract any part of the contract after the award, as a provision of the contract, the contractor must comply with the HSP provisions relating to developing and submitting a revised HSP before any modifications or performance in the awarded contract involving subcontracting can be authorized by the state agency.

HHSC has determined that subcontracting opportunities are probable for this Application. As a result, the Applicant must submit an HSP with its Application. The HSP is required whether an Applicant intends to subcontract or not.

In accordance with Texas Government Code §2161.252, an Application that does not contain a HUB Subcontracting Plan (HSP) is non-responsive and will be rejected without further review. In addition, **if HHSC determines that the HSP was not developed in good faith, it will reject the Application for failing to comply with material Application specifications.**

4.1. Introduction

The sole point of contact for HUB inquires:

**Texas Health and Human Services Commission
John Wesley Smith, HUB Coordinator
Phone: (512) 406-2536
E-mail: John.Wesley.Smith@hhsc.state.tx.us**

HHSC is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. HHSC encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means. HHSC has adopted administrative rules relating to HUBs and a Policy on the Utilization of HUBs which is located on HHSC's website. Pursuant to Texas Government Code §2161.181 and §2161.182 and HHSC's HUB policy and rules, HHSC is required to make a good faith effort to increase HUB participation in its contracts. HHSC may accomplish the goal of increased HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

4.2. HHSC's Administrative Rules

HHSC has adopted the Comptroller of Public Accounts' (CPA) HUB rules as its own. HHSC's rules are located in the Texas Administrative Code Title 1, Part 15, Chapter 391, Subchapter G and the CPA rules are located in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B. If there are any discrepancies between HHSC's administrative rules and this open enrollment, the rules shall take priority.

4.3. Statewide Annual HUB Utilization Goal

The CPA has established **statewide annual HUB utilization goals** for different categories of contracts in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, §20.13 of the HUB rules. In order to meet or exceed the **statewide annual HUB utilization goals**, HHSC encourages Outreach to certified HUBs. Contractors shall make a good faith effort to include certified HUBs in the procurement process. This procurement is classified as an **All Other Services** procurement under the CPA rule and therefore has a **statewide annual HUB utilization goal** of **26.0%** per fiscal year.

4.4. Required HUB Subcontracting Plan

In the HSP, an Applicant must indicate whether it is a Texas certified HUB. Being a certified HUB does not exempt an Applicant from completing the HSP requirement.

HHSC shall review the documentation submitted by the Applicant to determine if a good faith effort has been made in accordance with open enrollment and HSP requirements. During the good faith effort determination, HHSC may, at its discretion, allow revisions necessary to clarify and enhance information submitted in the original HSP.

If HHSC determines that the Applicant's HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be recorded in the procurement file.

4.5. CPA Centralized Master Bidders List

Applicants may search for HUB subcontractors in the CPA's Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA's website at <http://www2.cpa.state.tx.us/cmbll/cmbllhub.html>. For this procurement, HHSC has identified the following class and item codes for potential subcontracting opportunities:

National Institute of Governmental Purchasing (NGIP) Class/Item Code(s):

- **924-16: Laboratory Testing Services**
- **918-88: Quality Assurance Services**
- **948-47: Care Center Services, Health**
- **948-48: Drug Monitoring Services, International; Ethics & Code of conduct, Medical, Euthanasia; Faith Healers**
- **948-55: Laboratory Services; Non-Physician**
- **948-74: Physician Professional Services**

- **952-62: Mental Health Services**
- **952-88: Teen Pregnancy Services**
- **952-42: Family Planning**

Applicants are not required to use, nor are they limited to using, the class and item codes identified above, and may identify other areas for subcontracting. However, the NIGP class/item codes are preferred with all Applications.

HHSC does not endorse, recommend nor attest to the capabilities of any company or individual listed on the CPA's CMBL. The list of certified HUBs is subject to change, so Applicants are encouraged to refer to the CMBL often to find the most current listing of HUBs.

4.6. HUB Subcontracting Procedures – If an Applicant Intends to Subcontract

An HSP must demonstrate that the Applicant made a good faith effort to comply with HHSC's HUB policies and procedures. The following subparts outline the items that HHSC will review in determining whether an HSP meets the good faith effort standard. An Applicant that intends to subcontract must complete the HSP to document its good faith efforts.

- Identify Subcontracting Areas and Divide Them into Reasonable Lots

An Applicant should first identify each area of the contract work it intends to subcontract. Then, to maximize HUB participation, it should divide the contract work into reasonable lots or portions, to the extent consistent with prudent industry practices.

- Notify Potential HUB Subcontractors

The HSP must demonstrate that the Applicant made a good faith effort to subcontract with HUBs. The Applicant's good faith efforts shall be shown through utilization of all methods in conformance with the development and submission of the HSP and by complying with the following steps:

Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices. The Applicant must determine which portions of work, including goods and services, will be subcontracted.

Select the appropriate method(s) to demonstrate good faith effort. The Applicant can use either method(s) 1, 2, 3, 4 or 5:

A. Method 1: Applicant Intends to Subcontract with only HUBs:

The Applicant must identify in the HSP the HUBs that will be utilized and submit written documentation that confirms 100% of all available subcontracting opportunities will be performed by one or more HUBs; or

B. Method 2: Applicant Intends to Subcontract with HUB Protégé(s):

The Applicant must identify in the HSP the HUB Protégé(s) that will be utilized and should:

- Include a fully executed copy of the Mentor Protégé Agreement, which must be registered with the CPA prior to submission to HHSC; and
- Identify areas of the HSP that will be performed by the Protégé.

HHSC will accept a Mentor Protégé Agreement that has been entered into by an Applicant (Mentor) and a certified HUB (Protégé) in accordance with Texas Government Code §2161.065. When an Applicant intends to subcontract with a Protégé(s), it does not need to provide notice to three (3) HUB vendors for that subcontracted area.

Participation in the Mentor Protégé Program, along with the submission of a Protégé as a subcontractor in an HSP, constitutes a good faith effort for the particular area subcontracted to the protégé; or

C. Method 3: Applicant Intends to Subcontract with HUBs and Non-HUBs (Meet or Exceed the Goal):

The Applicant must identify in the HSP and submit written documentation that one or more HUB subcontractors will be utilized and that the aggregate expected percentage of subcontracts with HUBs will meet or exceed the goal specified in this open enrollment. When utilizing this method, only HUB subcontractors that have existing contracts with the Applicant for five years or less may be used to comply with the good faith effort requirements.

When the aggregate expected percentage of subcontracts with HUBs meets or exceeds the goal specified in this open enrollment, Applicants may also use non-HUB subcontractors; or

D. Method 4: Applicant Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal):

The Applicant must identify in the HSP and submit documentation regarding both of the following requirements:

Written notification to trade organizations and/or development centers to assist in identifying potential HUBs of the subcontracting opportunities the Applicant intends to subcontract. Applicants must give trade organizations and/or development centers at least seven (7) working days prior to submission of the Applicant's Application for dissemination of the subcontracting opportunities to their members. A list of trade organizations and/or development centers is located on CPA's website under the Minority and Women Organization Links.

- Written notification to at least three (3) HUB businesses of the subcontracting opportunities that the Applicant intends to subcontract. The written notice must be sent to potential HUB subcontractors prior to submitting Applications and must include:

- a description of the scope of work to be subcontracted;
 - information regarding the location to review project plans or specifications;
 - information about bonding and insurance requirements;
 - required qualifications and other contract requirements; and
 - a description of how the subcontractor can contact the Applicant.
- Applicants must give potential HUB subcontractors a reasonable amount of time to respond to the notice, at least seven (7) working days prior to submission of the Applicant's Application unless circumstances require a different time period, which is determined by the agency and documented in the contract file.
- Applicants must also use the CMBL, the HUB Directory, and Internet resources when searching for HUB subcontractors. Applicants may rely on the services of contractor groups, local, state and federal business assistance offices, and other organizations that provide assistance in identifying qualified applicants for the HUB program.
- Written Justification of the Selection Process

HHSC will make a determination if a good faith effort was made by the Applicant in the development of the required HSP. One or more of the methods identified in the previous sections may be applicable to the Applicant's good faith efforts in developing and submission of the HSP. HHSC may require the Applicant to submit additional documentation explaining how the Applicant made a good faith effort in accordance with the open enrollment.

An Applicant must provide written justification of its selection process if it chooses a non-HUB subcontractor. The justification should demonstrate that the Applicant negotiated in good faith with qualified HUB bidders and did not reject qualified HUBs who were the best value applicant.

4.7. Method 5: Applicant Does Not Intend to Subcontract

When the Applicant plans to complete all contract requirements with its own equipment, supplies, materials and/or employees, it is still required to complete an HSP.

The Applicant must complete the "Self-Performance Justification" portion of the HSP, and attest that it does not intend to subcontract for any goods or services, including the class and item codes identified in Section 4.5. In addition, the Applicant must identify the sections of the Application that describe how it will complete the Scope of Work using its own resources or provide a statement explaining how it will complete the Scope of Work using its own resources. The Applicant must agree to comply with the following if requested by HHSC:

- provide evidence of sufficient Applicant staffing to meet the Application requirements;
- provide monthly payroll records showing the Applicant staff fully dedicated to the contract;
- allow HHSC to conduct an on-site review of company headquarters or work site where services are to be performed; and
- provide documentation proving employment of qualified personnel holding the necessary licenses and certificates required to perform the Scope of Work.

4.8. Post-award HSP Requirements

The HSP shall be reviewed and evaluated prior to contract award and, if accepted, the finalized HSP will become part of the contract with the successful Applicant(s).

After contract award, HHSC will coordinate a post-award meeting with the successful Applicant to discuss HSP reporting requirements. The contractor must maintain business records documenting compliance with the HSP and must submit monthly subcontract reports to HHSC by completing the HUB HSP Prime Contractor Progress Assessment. This monthly report is required as a condition for payment to report to the agency the identity and the amount paid to all subcontractors.

As a condition of award, the Contractor is required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the agency's Contract Manager and/or HUB Program Office within 10 days of the contract award.

During the term of the contract, if the parties in the contract amend the contract to include a change to the scope of work or add additional funding, HHSC will evaluate to determine the probability of additional subcontracting opportunities. When applicable, the Contractor must submit an HSP change request for HHSC review. The requirements for an HSP change request will be covered in the post-award meeting.

When making a change to an HSP, the Contractor will obtain prior written approval from HHSC before making any changes to the HSP. Proposed changes must comply with the HUB Program good faith effort requirements relating to the development and submission of a HSP.

If the Contractor decides to subcontract any part of the contract after the award, it must follow the good faith effort procedures outlined in Section 4 of this open enrollment (e.g., divide work into reasonable lots, notify at least three (3) vendors per subcontracted area, provide written justification of the selection process, and/or participate in the Mentor Protégé Program).

For this reason, HHSC encourages Applicants to identify, as part of their HSP, multiple subcontractors who are able to perform the work in each area the Applicant plans to subcontract. Selecting additional subcontractors may help the selected contractor make changes to its original HSP, when needed, and will allow HHSC to approve any necessary changes expeditiously.

Failure to meet the HSP and post-award requirements will constitute a breach of contract and will be subject to remedial actions. HHSC may also report noncompliance to the CPA in accordance with the provisions of the Vendor Performance and Debarment Program.

5. INFORMATION AND SUBMISSION INSTRUCTIONS

5.1. HUB Vendor Teleconference

HHSC will hold a HUB vendor teleconference call on **June 2, 2016 at 9:00 A.M. (CST)** to **discuss HUB requirements and to review the HUB PowerPoint presentation posted as Package 2 on the Electronic State Business Daily (ESBD) and embedded below.** Please make a copy of the PowerPoint presentation for the teleconference call.

Teleconference information: **1-877-226-9790**, access code: **8802578#**. Vendor conference attendance is strongly recommended, but is not required.



HUB Vendor
Conference PowerPi

5.2. Multiple Applications

An Applicant may only submit one Application as a prime contractor. If an Applicant submits more than one Application, HHSC may reject one or more of the submissions. This requirement does not limit a subcontractor's ability to collaborate with one or more Applicants submitting Applications.

5.3. Use of Subcontractors

Subcontractors providing services under the contract shall meet the same requirements and level of experience as required of the Applicant. No subcontract under the contract shall relieve the Applicant of the responsibility for ensuring the requested services are provided. Applicants planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.

5.4. Open Enrollment Cancellation/Partial Award/Non-Award

At its sole discretion, HHSC may cancel this open enrollment, make partial award, or no awards.

5.5. Right to Reject Applications or Portions of Applications

At its sole discretion, HHSC may reject any and all Applications or portions thereof.

5.6. Joint Applications

HHSC will not consider joint or collaborative Applications that require it to contract with more than one Applicant in a single contract.

5.7. Withdrawal of Applications

Applicants have the right to withdraw their Application from consideration at any time prior to contract award, by submitting a written request for withdrawal to the HHSC Point of Contact, as designated in subsection 1.2.

5.8. Costs Incurred

Applicants understand that issuance of this open enrollment in no way constitutes a commitment by the HHS agency to award a contract or to pay any costs incurred by an Applicant in the preparation of an Application in response to this open enrollment. The HHS agency is not liable for any costs incurred by an Applicant prior to issuance of, or entering into a formal agreement, contract, or purchase order. Costs of developing applications, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by an Applicant are entirely the responsibility of the Applicant, and will not be reimbursed in any manner by the State of Texas.

5.9. Instructions for Submitting Applications

Applicant should submit the following:

Submit one (1) original and four (4) copies of the Application. An authorized representative must sign the original in ink. In addition, one (1) electronic copy of the entire Application on a USB flash drive compatible with Microsoft Office 2013. USB flash drives must contain all sections of the open enrollment along with the other required documents. The USB drives must be organized with files that correspond to Applicant's Original bound Application. USB should contain copies of all signature documents. The electronic copy must be organized with a file format that corresponds with *Section 5.7, Format and Content*, of the open enrollment. HHSC will not accept PDF format, telephone, or facsimile Applications. Any disparities between the contents of the original printed Application and the electronic Application will be interpreted in favor of HHSC.

Submission

Applicant must submit all copies of the Application to HHSC PCS Division no later than **5:00 PM (CST) on July 12, 2016**. All submissions will be date and time stamped when received by PCS. The clock in the PCS office is the official timepiece for determining compliance with the deadlines in this procurement. HHSC reserves the right to reject late submissions. It is the Applicant's responsibility to appropriately mark and deliver the Application to HHSC by the specified date.

Physical Address for hand delivery and overnight and commercial mail:

Health and Human Services Commission
Attn: Response Coordinator
Procurement and Contracting Services Building
1100 W. 49th St.
Mail Code: 2020
Austin, Texas 78756

All Applications become the property of HHSC after submission.

All Applications must be:

- A. clearly legible
- B. sequentially page-numbered and include the Applicant's name at the top of each page;
- C. organized in the sequence outlined in Section 3.8;
- D. bound in a notebook or cover;
- E. Correctly identified with the open enrollment number and submittal deadline;
- F. responsive to all Application requirements;
- G. Typed on 8 ½" by 11" paper;
- H. In Arial or Times New Roman font, size 12 for normal text, no less than size 10 for tables, graphs and appendices; and

NOTE: Applications may not include materials or pamphlets not specifically requested in this open enrollment.

5.10. Format and Content of Electronic or Paper Submission of Application

The Application should include the Applicant's Business Plan, which contains the following sections:

Section 1 – Executive Summary

Section 2 – Completed Forms A - M-1:

- Form A: Application Table of Contents and Checklist
- Form B: Texas Counties and Regions List Served By Project
- Form C: Contact Person Information
- Form D: DELETED
- Form E: DELETED
- Form F: Budget Summary & Details
- Form G: Applicant Background
- Form H: Funding Request and Performance Measures
- Form I: Work Plan
- Form J: Assessment Narrative
- Form K: Healthy Texas Women Clinic Site Readiness
- Form K-1: Healthy Texas Women Clinic Sites
- Form L: Staff Development Plan
- Form L-1: Staff Development Training Calendar
- Form M: Community Education/Program Promotion Plan
- Form M-1: Community Education/Program Promotion Calendar

5.10.1 Section 1 -- Executive Summary

In this section, condense and highlight the content of the Business Plan to provide HHSC with a broad understanding of the Applicant's approach to meeting the open enrollment's business requirements. The summary must demonstrate an understanding of HHSC's goals and objectives for this procurement.

A. Financial Capacity

Applicants are not required to submit evidence of financial capacity with their Applications. HHSC reserves the right to request such information at a later date.

B. Corporate Guarantee

If the Applicant is substantially or wholly owned by another corporate (or other) entity, HHSC reserves the right to request that such entity unconditionally guarantee performance by the Applicant in each and every term, covenant, and condition of the contract as executed by the parties.

C. Bonding

HHSC reserves the right to require the Applicant to procure one or more performance, fidelity, payment or other bond, if during the term of the contract; HHSC in its sole discretion determines that there is a business need for such requirement.

5.10.2 Section 2 - Completed Forms A - M-1

Applicants that meet the Initial Compliance Screening requirements must provide the requested information for each form required in this section as it pertains to the support services and program components for the HTW Program being procured in this open enrollment prior to receiving a contract.

5.10.3 Section 3 - HUB Subcontracting Plan

Submit one (1) copy of the HUB Subcontracting Plan (HSP), in accordance with the open enrollment, in a separate sealed envelope, with the Application, labeled: HUB Subcontracting Plan (HSP), and include all supporting documentation in accordance with the HSP.

NOTE: Each individual document requested must be collated; in sequential order; labeled; and submitted as delineated above.

5.10.4. Section 4 - Certifications and Other Required Forms

Applicants must complete and sign the forms listed below prior to receiving a contract resulting from this open enrollment:

- Child Support Certification;

- Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;
- Required Certifications;
- Federal Lobbying Certification;
- Anti-Trust Certification;
- Respondent Information and Disclosures; and
- Information Security and Privacy Initial Inquiry (SPI)
http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf

The required forms are also located on HHSC's website, under the HHSC Business Opportunities Webpage. The SPI can be found at:
http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf. HHSC encourages Applicants to carefully review all of these forms and submit questions regarding their completion prior to the deadline for submitting.

The remainder of this page is intentionally left blank.

6. ELIGIBILITY DETERMINATION

6.1. Initial Compliance Screening

HHSC will perform an initial screening of all Applications received.

If the Application passes the initial screening, the Applicant will be contacted for further instructions or actions.

6.2. Unresponsive Applications

Unless Applicant has taken action to withdraw the Application for this open enrollment, an Application will be considered unresponsive and will not be considered further when any of the following conditions occurs:

6.2.1 The Applicant fails to meet major open enrollment specifications, including:

- A. The Applicant fails to submit the required Application by the closing of the open enrollment period provided in subsection 1.3. of this open enrollment.
- B. The Applicant is not eligible under subsection 1.5. of this open enrollment.

6.2.2 The Application is not signed.

6.3. Corrections to Application

Applicants have the right to amend their Application at any time prior to an unresponsive decision or contract award decision by submitting a written amendment to the HHSC Point of Contact, as designated in subsection 1.2. HHSC may request modifications to the Application at any time.

6.4. Additional Information

By submitting an Application, the Applicant grants HHSC the right to obtain information from any lawful source regarding the Applicant's, its directors', officers', and employees:

- Past business history, practices, and conduct;
- Ability to supply the goods and services; and
- Ability to comply with contract requirements.

By submitting an Application, an Applicant generally releases from liability and waives all claims against any party providing HHSC information about the Applicant. HHSC may take such information into consideration in screening or the validation of information on Applications or supporting documentation.

7. GLOSSARY AND ACRONYMS

TERM	DEFINITION
Affiliate	An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates a common ownership, management, control, franchise, or the granting or extension of a license or other agreement that authorizes the entity to use the other entity's brand name, trademark, service mark, or other registered identification mark.
Applicant	Any individual or entity that submits an application for enrollment pursuant to this open enrollment.
Application	An Application submitted by an Applicant in response to this open enrollment.
Department of State Health Services (DSHS)	The agency responsible for administering physical and mental health-related prevention, treatment, and regulatory programs for the State of Texas.
Elective Abortion	The intentional termination of a pregnancy by an attending physician who knows that the female is pregnant, using any means that is reasonably likely to cause the death of the fetus. The term does not include the use of any such means to terminate a pregnancy that resulted from an act of rape or incest; in a case in which a female suffers from a physical disorder, physical disability, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy, that would, as certified by a physician, place the female in danger of death or risk of substantial impairment of a major bodily function unless an abortion is performed; or in a case in which a fetus has a life-threatening physical condition that, in reasonable medical judgment, regardless of the provision of life-saving treatment, is incompatible with life outside the womb.
Expanded Primary Health Care program (EPHC)	A state-funded health care program that provides primary, preventive, and screening services to women age 18 and older, who are at or below 200 percent of the Federal Poverty Level and are unable to access the same care through other programs.

TERM	DEFINITION
Federal Poverty Level (FPL)	The set minimum amount of income that a family needs for food, clothing, transportation, shelter, and other necessities. In the United States, this level is determined by the Department of Health and Human Services. FPL varies according to household size. The number is adjusted for inflation and reported annually in the form of poverty guidelines.
Family Planning Services	Educational or comprehensive medical activities that enable individuals to determine freely the number and spacing of their children and to select the means by which this may be achieved. These services include contraceptive services, pregnancy testing and counseling, health screenings, preconception health screenings for obesity, smoking, and mental health, and sexually transmitted infection services and screenings.
Indirect Costs	Costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses such as salaries and expenses of executive officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.
Health Service Region (HSR)	Counties grouped within specified geographic areas for administrative purposes.
Healthy Texas Women Program (HTW Program)	A state-funded program administered by HHSC to provide eligible Uninsured women with Women's Health Services and Family Planning Services.
Healthy Texas Women Fee-for-Service (HTW Fee-for-Service Program)	Women's Health Services and Family Planning Services provided through the HTW Program on a fee-for-service basis through the TMHP system.
In-reach	Activities that are conducted with the purpose of informing and educating women already served by an Applicant's organization about services they are not receiving, but may be eligible to receive in the HTW Program.
Medicaid	Title XIX of the Social Security Act; reimburses for health care services delivered to low-income individuals who meet eligibility guidelines.

TERM	DEFINITION
Outreach	Activities that are conducted with the purpose of informing and educating the community about available HTW Program services and increasing the number of clients served through the HTW Program.
Priority Population	The target population to be served through the HTW Program.
Promote	Advancing, advocating, or popularizing Elective Abortions.
State Fiscal Year	The twelve-month period beginning September 1st and ending August 31st.
Texas Medicaid & Healthcare Partnership (TMHP)	The Texas Medicaid Claims and Primary Care Case Management (PCCM) Administrator.
Texas Women's Health Program (TWHP)	TWHP is the current state-funded program administered by HHSC to provide eligible Uninsured women with women's health and Family Planning Services that is being replaced with the HTW Program.
Unduplicated Client	An HTW Fee-for-Service Program client who is counted only one time during a State Fiscal Year, regardless of the number of visits, encounters, or services they receive in the HTW Program (e.g., one client seen four times during the State Fiscal Year is counted as one Unduplicated Client).
Uninsured	Not having medical insurance or not enrolled in a medical assistance program, such as Medicaid.
Women's Health Services	Preventative health services that are beneficial to a woman's reproductive health including, but not limited to, vaccines and immunizations, breast cancer screening, cervical cancer screening and treatment, and gynecological services including cancer screening or repair of abnormalities.

PROGRAMMATIC ACRONYMS	
EPHC	Expanded Primary Health Care
FFS	Fee for Service
FPL	Federal Poverty Level
HSR	Health Service Region
HTW	Healthy Texas Women
PCCM	Primary Care Case Management
QA	Quality Assurance
QI	Quality Improvement
TMHP	Texas Medicaid & Healthcare Partnership
TWHP	Texas Women's Health Program

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PROGRAM FORMS

FORM A: APPLICATION TABLE OF CONTENTS AND CHECKLIST

Legal Business Name
of Applicant: _____

This form is provided as your Table of Contents and to ensure the Application is complete, proper signatures are included, and the required certifications, and attachments have been submitted. Document the page number where indicated on the checklist if Applicant is submitting a paper copy of the Application.

PROGRAM FORMS	DESCRIPTION	Included	Page #
A	Application Table and Contents and Checklist	<input type="checkbox"/>	
B	Texas Counties and Regions List Served by Project	<input type="checkbox"/>	
C	Contact Person Information	<input type="checkbox"/>	
D	DELETED	<input type="checkbox"/>	
E	DELETED	<input type="checkbox"/>	
F	Budget Summary and Details	<input type="checkbox"/>	
G	Applicant Background	<input type="checkbox"/>	
H	Funding Request and Performance Measures	<input type="checkbox"/>	
I	Work Plan	<input type="checkbox"/>	
J	Assessment Narrative	<input type="checkbox"/>	
K	Healthy Texas Women Clinic Site Readiness	<input type="checkbox"/>	
K-1	Healthy Texas Women Clinic Sites	<input type="checkbox"/>	
	*Include submission date for Medicaid application if Applicant is in the process of enrolling in Medicaid	<input type="checkbox"/>	
L	Staff Development Plan	<input type="checkbox"/>	
L-1	Staff Development Training Calendar	<input type="checkbox"/>	
M	Community Education/Program Promotion Plan	<input type="checkbox"/>	
M-1	Community Education/Program Promotion Calendar"	<input type="checkbox"/>	
	Contracting Forms: <u>HHSC Business Opportunities Webpage</u> <ul style="list-style-type: none"> • <u>Child Support Certification;</u> • <u>Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;</u> • <u>Required Certifications;</u> • <u>Federal Lobbying Certification;</u> • <u>Anti-Trust Certification;</u> • <u>Respondent Information and Disclosures; and</u> • <u>Information Security and Privacy Initial Inquiry (SPI)</u> http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf	<input type="checkbox"/>	

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REQUIRED FORM	DESCRIPTION	Included	Page #
1	HUB Subcontracting Plan (HSP) HUB Subcontracting Plan (HSP)	<input type="checkbox"/>	

FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT

Applicant must identify the counties in which it intends to provide the services required under this open enrollment by placing a check-mark or an X in the respective county(ies) box(es).

Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R
-A-			Crosby	<input type="checkbox"/>	01	Hays	<input type="checkbox"/>	07	Martin	<input type="checkbox"/>	09	Schleicher	<input type="checkbox"/>	09
Anderson	<input type="checkbox"/>	04	Culberson	<input type="checkbox"/>	10	Hemphill	<input type="checkbox"/>	01	Mason	<input type="checkbox"/>	09	Scurry	<input type="checkbox"/>	02
Andrews	<input type="checkbox"/>	09	-D-			Henderson	<input type="checkbox"/>	04	Matagorda	<input type="checkbox"/>	06	Shackelford	<input type="checkbox"/>	02
Angelina	<input type="checkbox"/>	05	Dallam	<input type="checkbox"/>	01	Hidalgo	<input type="checkbox"/>	11	Maverick	<input type="checkbox"/>	08	Shelby	<input type="checkbox"/>	05
Aransas	<input type="checkbox"/>	11	Dallas	<input type="checkbox"/>	03	Hill	<input type="checkbox"/>	07	McCulloch	<input type="checkbox"/>	09	Sherman	<input type="checkbox"/>	01
Archer	<input type="checkbox"/>	02	Dawson	<input type="checkbox"/>	09	Hockley	<input type="checkbox"/>	01	McLennan	<input type="checkbox"/>	07	Smith	<input type="checkbox"/>	04
Armstrong	<input type="checkbox"/>	01	Deaf Smith	<input type="checkbox"/>	01	Hood	<input type="checkbox"/>	03	McMullen	<input type="checkbox"/>	11	Somervell	<input type="checkbox"/>	03
Atascosa	<input type="checkbox"/>	08	Delta	<input type="checkbox"/>	04	Hopkins	<input type="checkbox"/>	04	Medina	<input type="checkbox"/>	08	Starr	<input type="checkbox"/>	11
Austin	<input type="checkbox"/>	06	Denton	<input type="checkbox"/>	03	Houston	<input type="checkbox"/>	05	Menard	<input type="checkbox"/>	09	Stephens	<input type="checkbox"/>	02
-B-			DeWitt	<input type="checkbox"/>	08	Howard	<input type="checkbox"/>	09	Midland	<input type="checkbox"/>	09	Sterling	<input type="checkbox"/>	09
Bailey	<input type="checkbox"/>	01	Dickens	<input type="checkbox"/>	01	Hudspeth	<input type="checkbox"/>	10	Milam	<input type="checkbox"/>	07	Stonewall	<input type="checkbox"/>	02
Bandera	<input type="checkbox"/>	08	Dimmit	<input type="checkbox"/>	08	Hunt	<input type="checkbox"/>	03	Mills	<input type="checkbox"/>	07	Sutton	<input type="checkbox"/>	09
Bastrop	<input type="checkbox"/>	07	Donley	<input type="checkbox"/>	01	Hutchinson	<input type="checkbox"/>	01	Mitchell	<input type="checkbox"/>	02	Swisher	<input type="checkbox"/>	01
Baylor	<input type="checkbox"/>	02	Duval	<input type="checkbox"/>	11	-I-			Montague	<input type="checkbox"/>	02	-T-		
Bee	<input type="checkbox"/>	11	-E-			Irion	<input type="checkbox"/>	09	Montgomery	<input type="checkbox"/>	06	Tarrant	<input type="checkbox"/>	03
Bell	<input type="checkbox"/>	07	Eastland	<input type="checkbox"/>	02	-J-			Moore	<input type="checkbox"/>	01	Taylor	<input type="checkbox"/>	02
Bexar	<input type="checkbox"/>	08	Ector	<input type="checkbox"/>	09	Jack	<input type="checkbox"/>	02	Morris	<input type="checkbox"/>	04	Terrell	<input type="checkbox"/>	09
Blanco	<input type="checkbox"/>	07	Edwards	<input type="checkbox"/>	08	Jackson	<input type="checkbox"/>	08	Motley	<input type="checkbox"/>	01	Terry	<input type="checkbox"/>	01
Borden	<input type="checkbox"/>	09	Ellis	<input type="checkbox"/>	03	Jasper	<input type="checkbox"/>	05	-N-			Throckmorton	<input type="checkbox"/>	02
Bosque	<input type="checkbox"/>	07	El Paso	<input type="checkbox"/>	10	Jeff Davis	<input type="checkbox"/>	10	Nacogdoches	<input type="checkbox"/>	05	Titus	<input type="checkbox"/>	04
Bowie	<input type="checkbox"/>	04	Erath	<input type="checkbox"/>	03	Jefferson	<input type="checkbox"/>	05	Navarro	<input type="checkbox"/>	03	Tom Green	<input type="checkbox"/>	09
Brazoria	<input type="checkbox"/>	06	-F-			Jim Hogg	<input type="checkbox"/>	11	Newton	<input type="checkbox"/>	05	Travis	<input type="checkbox"/>	07
Brazos	<input type="checkbox"/>	07	Falls	<input type="checkbox"/>	07	Jim Wells	<input type="checkbox"/>	11	Nolan	<input type="checkbox"/>	02	Trinity	<input type="checkbox"/>	05
Brewster	<input type="checkbox"/>	10	Fanning	<input type="checkbox"/>	03	Johnson	<input type="checkbox"/>	03	Nueces	<input type="checkbox"/>	11	Tyler	<input type="checkbox"/>	05
Briscoe	<input type="checkbox"/>	01	Fayette	<input type="checkbox"/>	07	Jones	<input type="checkbox"/>	02	-O-			-U-		
Brooks	<input type="checkbox"/>	11	Fisher	<input type="checkbox"/>	02	-K-			Ochiltree	<input type="checkbox"/>	01	Upshur	<input type="checkbox"/>	04
Brown	<input type="checkbox"/>	02	Floyd	<input type="checkbox"/>	01	Karnes	<input type="checkbox"/>	08	Oldham	<input type="checkbox"/>	01	Upton	<input type="checkbox"/>	09
Burleson	<input type="checkbox"/>	07	Foard	<input type="checkbox"/>	02	Kaufman	<input type="checkbox"/>	03	Orange	<input type="checkbox"/>	05	Uvalde	<input type="checkbox"/>	08
Burnet	<input type="checkbox"/>	07	Fort Bend	<input type="checkbox"/>	06	Kendall	<input type="checkbox"/>	08	-P-			-V-		
-C-			Franklin	<input type="checkbox"/>	04	Kenedy	<input type="checkbox"/>	11	Palo Pinto	<input type="checkbox"/>	03	Val Verde	<input type="checkbox"/>	08
Caldwell	<input type="checkbox"/>	07	Freestone	<input type="checkbox"/>	07	Kent	<input type="checkbox"/>	02	Panola	<input type="checkbox"/>	04	Van Zandt	<input type="checkbox"/>	04
Calhoun	<input type="checkbox"/>	08	Frio	<input type="checkbox"/>	08	Kerr	<input type="checkbox"/>	08	Parker	<input type="checkbox"/>	03	Victoria	<input type="checkbox"/>	08
Callahan	<input type="checkbox"/>	02	-G-			Kimble	<input type="checkbox"/>	09	Parmer	<input type="checkbox"/>	01	-W-		
Cameron	<input type="checkbox"/>	11	Gaines	<input type="checkbox"/>	09	King	<input type="checkbox"/>	01	Pecos	<input type="checkbox"/>	09	Walker	<input type="checkbox"/>	06
Camp	<input type="checkbox"/>	04	Galveston	<input type="checkbox"/>	06	Kinney	<input type="checkbox"/>	08	Polk	<input type="checkbox"/>	05	Waller	<input type="checkbox"/>	06
Carson	<input type="checkbox"/>	01	Garza	<input type="checkbox"/>	01	Kleberg	<input type="checkbox"/>	11	Potter	<input type="checkbox"/>	01	Ward	<input type="checkbox"/>	09
Cass	<input type="checkbox"/>	04	Gillespie	<input type="checkbox"/>	08	Knox	<input type="checkbox"/>	02	Presidio	<input type="checkbox"/>	10	Washington	<input type="checkbox"/>	07
Castro	<input type="checkbox"/>	01	Glasscock	<input type="checkbox"/>	09	-L-			-R-			Webb	<input type="checkbox"/>	11
Chambers	<input type="checkbox"/>	06	Goliad	<input type="checkbox"/>	08	Lamar	<input type="checkbox"/>	04	Rains	<input type="checkbox"/>	04	Wharton	<input type="checkbox"/>	06
Cherokee	<input type="checkbox"/>	04	Gonzales	<input type="checkbox"/>	08	Lamb	<input type="checkbox"/>	01	Randall	<input type="checkbox"/>	01	Wheeler	<input type="checkbox"/>	01
Childress	<input type="checkbox"/>	01	Gray	<input type="checkbox"/>	01	Lampasas	<input type="checkbox"/>	07	Reagan	<input type="checkbox"/>	09	Wichita	<input type="checkbox"/>	02
Clay	<input type="checkbox"/>	02	Grayson	<input type="checkbox"/>	03	La Salle	<input type="checkbox"/>	08	Real	<input type="checkbox"/>	08	Wilbarger	<input type="checkbox"/>	02
Cochran	<input type="checkbox"/>	01	Gregg	<input type="checkbox"/>	04	Lavaca	<input type="checkbox"/>	08	Red River	<input type="checkbox"/>	04	Willacy	<input type="checkbox"/>	11
Coke	<input type="checkbox"/>	09	Grimes	<input type="checkbox"/>	07	Lee	<input type="checkbox"/>	07	Reeves	<input type="checkbox"/>	09	Williamson	<input type="checkbox"/>	07
Coleman	<input type="checkbox"/>	02	Guadalupe	<input type="checkbox"/>	08	Leon	<input type="checkbox"/>	07	Refugio	<input type="checkbox"/>	11	Wilson	<input type="checkbox"/>	08
Collin	<input type="checkbox"/>	03	-H-			Liberty	<input type="checkbox"/>	06	Roberts	<input type="checkbox"/>	01	Winkler	<input type="checkbox"/>	09
Collingsworth	<input type="checkbox"/>	01	Hale	<input type="checkbox"/>	01	Limestone	<input type="checkbox"/>	07	Robertson	<input type="checkbox"/>	07	Wise	<input type="checkbox"/>	03
Colorado	<input type="checkbox"/>	06	Hall	<input type="checkbox"/>	01	Lipscomb	<input type="checkbox"/>	01	Rockwall	<input type="checkbox"/>	03	Wood	<input type="checkbox"/>	04
Comal	<input type="checkbox"/>	08	Hamilton	<input type="checkbox"/>	07	Live Oak	<input type="checkbox"/>	11	Runnels	<input type="checkbox"/>	02	-Y-		
Comanche	<input type="checkbox"/>	02	Hansford	<input type="checkbox"/>	01	Llano	<input type="checkbox"/>	07	Rusk	<input type="checkbox"/>	04	Yoakum	<input type="checkbox"/>	01
Concho	<input type="checkbox"/>	09	Hardeman	<input type="checkbox"/>	02	Loving	<input type="checkbox"/>	09	-S-			Young	<input type="checkbox"/>	02
Cooke	<input type="checkbox"/>	03	Hardin	<input type="checkbox"/>	05	Lubbock	<input type="checkbox"/>	01	Sabine	<input type="checkbox"/>	05	-Z-		
Coryell	<input type="checkbox"/>	07	Harris	<input type="checkbox"/>	06	Lynn	<input type="checkbox"/>	01	San Augustine	<input type="checkbox"/>	05	Zapata	<input type="checkbox"/>	11
Cottle	<input type="checkbox"/>	02	Harrison	<input type="checkbox"/>	04	-M-			San Jacinto	<input type="checkbox"/>	05	Zavala	<input type="checkbox"/>	08
Crane	<input type="checkbox"/>	09	Hartley	<input type="checkbox"/>	01	Madison	<input type="checkbox"/>	07	San Patricio	<input type="checkbox"/>	11			
Crockett	<input type="checkbox"/>	09	Haskell	<input type="checkbox"/>	02	Marion	<input type="checkbox"/>	04	San Saba	<input type="checkbox"/>	07			

FORM C: CONTACT PERSON INFORMATION

Legal Business Name
of Applicant: _____

1. This form provides information about the appropriate contacts in the Applicant's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

Contacts

Billing Contact	Executive Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

Financial Director	Medical Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

Primary Program Contact	Quality Assurance Contact
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

FORMS F & F-1 THROUGH F-7: BUDGET SUMMARY AND DETAILS

Form F: Budget Summary and Forms F-1 through F-7: Budget Details

Applicant must complete each of the required budget forms. The forms are posted as a separate Excel file on the Electronic State Business Daily (ESBD) for downloading and completion. Basic instructions for completing these forms are included with the Excel file. Additional information is provided below to further assist Applicant in developing its projected budget.

NOTE: When completing each category worksheet, ALL allowable direct costs—costs associated with running both components of the HTW Program—must be entered, i.e. these costs must also include the cost of providing services to clients served through HTW Fee-for-Service Program.

Indirect costs— must not exceed 20% of the total budget for both components of the HTW Program.

To assist in estimating the amount of income generated through the HTW Fee-for-Service program, Applicants should consult the proposed HTW Fee-for-Service benefits package contained in [Appendix A](#).

Contractors are required to participate in all HHSC required HTW Program trainings. The contractor may attend in person or participate remotely. In the event the contractor would like to attend physically, they may include associated travel in their budget requests. HTW Program trainings may include webinars, conference calls, and in-person trainings.

Form F: Budget Summary Worksheet

Column 1: Totals will be filled using budget category detail forms (individual worksheets contained in budget spreadsheet). This must include all allowable direct costs—the costs associated with running both components of the HTW Program.

Column 2: Enter the amount of cost reimbursement funds requested through this open enrollment for the provision of support services provided to clients served in the HTW Fee-for-Service Program.

Column 3: Enter the amount of projected HTW Fee-for-Service reimbursement to be received as a result of the provision of client services under the HTW Fee-for-Service Program component of the HTW Program.

FORM G: APPLICANT BACKGROUND GUIDELINES

**Legal Business Name
of Applicant:** _____

1. Provide a one-page executive summary describing the Applicant's vision, mission and values statements, along with a description of how the board of directors, if any, is involved in the operations of the Applicant.
2. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the Applicant's organization.
3. Provide the resumes/curriculum vitae for the CEO, CFO, Medical Director licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), and Clinical/Program Director.
4. Describe Applicant's experience, knowledge, and expertise in providing Women's Health Services and Healthy Texas Women Services. Specifically outline relevant administrative and clinical practices (maximum of 4 pages).
5. Describe Applicant's experience in administering comprehensive health care (e.g., prevention, screening, diagnostic, treatment services, and appropriate referral). Describe your referral systems and referral resources for services not provided by Applicant (maximum of 4 pages).
6. Subcontracting Background- Describe the following if Applicant plans to have subcontract any of the intended services:
 - A. Experience subcontracting with other organizations/providers;
 - B. Experience developing subcontracts and subcontract negotiations;
 - C. Experience performing program monitoring of subcontractors, including monitoring of professional and clinical services;
 - D. Experience providing technical assistance to subcontractors, including budget development and management;
 - E. Staff position(s) that will be responsible for monitoring subcontractors and what qualifications will be required;
 - F. Staff position(s) that are anticipated for monitoring professional and clinical subcontractors and the required qualifications for each position;
 - G. Policies and procedures Applicant has for monitoring subcontractors that provide direct client services; and
 - H. Staff position(s) that are anticipated for providing training and technical assistance to subcontractors on data collection and submission, and data quality improvement.

FORM G: APPLICANT BACKGROUND

**Legal Business Name of
Applicant:** _____

1. Applicant must provide a narrative description of its organization, staff, systems and oversight structure.
 2. Reference the instructions on Form G – Applicant Background Guidelines.
 3. Applicant's response must not exceed 18 pages.
-

FORM H: FUNDING REQUEST AND CLIENTS SERVED

Legal Business Name of
Applicant:

Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	\$
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Clients Served:

The number of clients an Applicant intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the Applicant's effectiveness in providing the identified support services under the contract resulting from this open enrollment.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the Applicant intends to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients Applicant intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

Table 1: Clinical Services

Projected Number of Clinical Clients to be Served:	
----------------------------------------------------	--

FORM I: WORK PLAN GUIDELINES

1. Use up to 4 pages for each program component for a maximum of 20 pages.
2. Required attachments are not counted in the page maximum.
3. In accordance with Section 2.1 of the open enrollment, Applicant must address the following Program Components and include a response to the identified topic areas:

Program Administration and Management:

- a. Identify the services Applicant intends to provide;
- b. Identify the Priority Population to be served;
- c. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- d. Include a copy of the Institutional Review Board's approval if the Applicant is currently conducting research on individuals who receive services through any HHSC-funded programs;
- e. Provide an organizational Chart
- f. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- g. Describe how Applicant will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the contract term.

Quality Assurance/Quality Improvement:

- a. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process, and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
- b. At a minimum, provide the following information:
 - 1) Medical Director's involvement in the QA/QI activities;
 - 2) Activities used to identify trends of needed improvement and the frequency of those activities;
 - 3) Activities to ensure correction and follow-up to findings identified;
 - 4) Use and frequency of client satisfaction surveys;
 - 5) System used to identify, report, and monitor adverse outcomes; and
 - 6) Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

Professional Development:

- a. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- b. Identify staff, including job titles that will attend HHSC required trainings. The contractor may attend in person or participate remotely. Trainings may include webinars, conference calls, and in person trainings.

Recruitment:

Describe how Applicant will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the identified target service area(s) identified in Form B.

Long-Acting Reversible Contraception (LARC) Usage:

- a. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
- b. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
- c. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.

4. For each program component, Applicant must develop at least one goal and corresponding objective to achieve the goal(s) including describing the associated activities for meeting the goal. Applicant must:
 - a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period;
 - b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
 - c. Indicate the name or position of the person primarily responsible for ensuring completion of each activity;
 - d. Define the time frame for accomplishing each objective/activity.
 - e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

FORM I: WORK PLAN

**Legal Business Name
of Applicant:**

1. Reference the instructions on Form I - Work Plan Guidelines.
2. Applicant must not exceed 4 pages per program component, for a total of 20 pages.

FORM I: WORK PLAN

**Program Component A
Program Administration and Management**

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN

Program Component B Quality Assurance/Quality Improvement

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN

**Program Component C
Professional Development**

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN

**Program Component D
Recruitment**

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN**Program Component E
LARC Usage****Goals:**

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM J: ASSESSMENT NARRATIVE GUIDELINES

Part A

Complete table to show assessment data sources and dates of assessments used.

Part B

Specifically address each of the assessment activities listed below associated with the support services the Applicant intends to provide. The required assessment items must include:

1. A description of the community that will be served by the Applicant's identified support services. This description must include:
 - a. Geographic boundaries (urban or rural, physical environment);
 - b. General demographic data (age, gender, ethnicity, etc.);
 - c. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.); and
 - d. General description of community-wide health status (e.g., key morbidity/mortality statistics).
2. A description of the Priority Population including:
 - e. Geographic service area (Form B);
 - f. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
 - g. Priority Population's health status (including population data related to health indicators, behavioral data, and community opinion data); and
 - h. Current population served (characteristics, population data, numbers of clients served, types and numbers of services provided).
3. Identification of the gaps in resources and potential barriers to improving health status in the community served and how Applicant's identified support services will address these issues.

FORM J: ASSESSMENT NARRATIVE

Legal Business Name
of Applicant: _____

Complete the Table under Part A, and address each of the assessment activities under Part B (see ASSESSMENT NARRATIVE GUIDELINES). Please keep responses to a maximum of three (3) pages including this page and two more.

Part A

Multiple data sources and assessments exist for many communities. Applicant is encouraged to utilize these resources when completing this form. In the table below, list the source of assessment data used and the dates of the assessments used.

Source of Assessment Data	Date of Each Assessment Source

Part B

(See ASSESSMENT NARRATIVE GUIDELINES).

FORM K

CLINIC SITE READINESS - INSTRUCTIONS

1. Complete the Clinic Site Readiness Form per instructions below.
2. Complete one form for every clinic site that will provide HTW support services funded through this open enrollment.

CLINIC SITE READINESS INFORMATION:	
Appropriate signage to identify funded entity.	Check that clinic sites have signage that identifies services provided at each site (Yes/No).
Space for clinical and administrative staff.	Check that clinic sites have adequate space to house clinical and administrative staff needed to run the clinics (Yes/No).
Locked storage for charts, records, medications and medical supplies	Check if there is locked storage at the clinic sites (Yes/No).
Proper Disposal for Medical Waste	Check if clinics have proper disposal for medical waste (Yes/No).
CLIA certification for level of tests performed.	Check if clinics have CLIA certification for the level of tests performed (Yes/No).
Handicap-accessible clinic sites that are geographically close to target population.	Check if clinic sites are accessible for persons with disabilities, and are located close to target population (Yes/No).
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait.	Check if Applicant operates facilities with clean exam rooms, space for client intake and client waiting area (Yes/No).
Appropriate emergency policies/procedures and supplies as applicable?	Check if clinic sites have appropriate emergency policies/procedures and supplies necessary to provide services to the extent applicable for the setting and training, experience and competence of clinic staff. (Yes/No).
Appropriate use of interpreter and language translation services (including resources for both).	Check if there are resources for interpreter and language translation services, and if services are used appropriately (Yes/No).
Compliance with ADA requirements	Check if clinic sites are ADA compliant (Yes/No).
Financial management systems including secure data storage	Check if clinic sites have financial management systems including secure data storage. (Yes/No).

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name
of Applicant: _____

Clinic Site # _____ of _____

Appropriate signage to identify funded entity?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES INSTRUCTIONS

Complete a separate clinic form for each clinic site that will provide HTW services funded through this open enrollment.

Each clinic form must contain current and accurate information.

HEADER INFORMATION:	
Legal Name of Applicant	Applicant's legal name.
Clinic Site # ____ of ____	Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc.
CLINIC SITE INFORMATION:	
Clinic Name	State the name of the clinic.
Street Address	Physical address of clinic. (Do Not Enter a P.O. Box)
Suite	Indicate clinic suite number, if applicable.
City/County/Zip Code	City, county and zip code of clinic.
HSR	Health Service Region where clinic is located.
Clinic APPOINTMENT Phone #	Phone number to make an appointment at clinic.
Clinic PRIMARY Phone #	Primary phone number for the clinic site.
Fax	Fax number for the clinic.
Service Area	List counties served by the identified clinic site, NOT all counties served by the whole project. For a county to be considered part of a clinic's designated service area: (1) There must be a clinic located in the county; or (2) Five percent of the clinic population served in the previous 12 month period must have resided in the county. NOTE: Total counties served by all clinics must match the counties marked by Applicant on Form B: Texas Counties and Regions.
Contact Person	Name of contact person for that clinic site.
Pharmacy License #	Current pharmacy license number for the clinic.
Class	Indicate class of pharmacy license (e.g., class D, A, etc.)
TPI#	Texas Provider Identifier # for the clinic, or date application submitted. Enter the TPI# that the clinic will use to bill TMHP for HTW services.
NPI#	National Provider Identifier # for the clinic, or date application submitted.
Subcontractor Site	Indicate whether or not the clinic site is a subcontractor site.
Mobile Site	Indicate whether or not the clinic site is a mobile site.
CLINIC HOURS AND SERVICES:	
Hours of Operation	List the operating hours of the clinic site for each day of the week by morning (e.g., 8am – 12pm), afternoon (12pm – 5pm), and evening hours (after 5pm). Indicate days of the week when the clinic is closed (e.g., Tuesday – closed).
Total Hours/Month	List the total number of hours of operation per month for the clinic site.

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of
Applicant: _____

Clinic Site # _____ of _____

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this open enrollment.

All information must be accurate.*

Clinic Name:			
Street Address:			Suite :
City:	County:	Zip Code:	HSR:
Clinic APPOINTMENT Phone #:			
Clinic PRIMARY Phone #:		Fax:	
Service Area (counties to be served):			
Contact Person:			
Pharmacy License #:		Class:	
TPI#:		NPI#:	
Submission date of Medicaid Application:			
Subcontractor Site: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Mobile Site: <input type="checkbox"/> Yes <input type="checkbox"/> No			

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH						

FORM L: STAFF DEVELOPMENT PLAN

**Legal Business Name
of Applicant:** _____

All Applicants must conduct staff development activities to ensure staff has the knowledge, skills, and abilities to provide HTW services. The Staff Development Plan must be comprehensive, address all the topics indicated below, and be numbered as indicated.

Staff Development Plan must not exceed five (5) pages.

1. Identify personnel responsible for coordinating staff development activities. Include job titles and qualifications for each person identified.

2. Identify specific training that will be used for eligibility and billing staff.

3. Describe how training needs assessments are conducted. Specify how the assessment is used to generate a staff development plan. Specify how training activities for staff are tied to quality management review findings.

4. Describe procedures and documentation for staff annual performance review. Specify how the staff development plan incorporates review outcomes to further develop knowledge, skills and abilities to provide HTW services.

NOTE: If specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from the training requirements for that specific LARC method.

[illegible]

FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN

Legal Business Name
of Applicant: _____

Applicant **must** develop and implement an annual plan to provide community education and program promotion to:

- Inform the public of its purpose and services;
- Enhance community understanding of its objectives;
- Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- Enlist community support; and
- Recruit potential clients for the HTW Program.

The plan must be based on the assessment of the needs of the community required in Section 2.2. of this open enrollment.

The Community Education/Program Promotion Plan must:

1. Describe Applicant's HTW Program promotion/education/Outreach plan for the contract period July 1, 2016 through August 31, 2017.
2. Describe Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the identified service area. Applicant must include a description of the Outreach plan that details media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must also attach a calendar of the proposed community education/HTW Program promotion for the contract period (July 1, 2016 through August 31, 2017). Applicant's calendar must include the following information: topics, presentation-dates, locations, and presenters. Applicant should label the attachment "**Form M-1: Community Education/Program Promotion Calendar**".

APPENDICIES

**Appendix A: HHSC Healthy Texas Women Program Reimbursable
Procedure Codes**

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
Anesthesia for sterilization		
	00851	
Surgery - Integumentary system		
	11976	150.00
	11981	103.45
	11982	117.08
	11983	163.06
Surgery - Female genital system		
	57170	22.05
	58300	69.00
	58301	76.72
	58340	88.75
	58565	442.57
	58600	292.70
	58611	61.75
	58615	195.67
	58670	282.81
	58671	283.08
Radiology - Diagnostic imaging		
	73060	28.06
	74000	20.80
	74010	32.39
	74740	66.83
Radiology - Diagnostic ultrasound		
	76830	96.28
	76856	96.28
	76857	50.79
	76881	96.28
	76882	30.35
	76998	137.65
Pathology & Lab - Organ or disease oriented panels		
	80061	18.83
Pathology & Lab - Drug testing		
	80300	12.36
	80301	12.36
Pathology & Lab - Urinalysis		
	81000	4.45
	81001	4.45
	81002	3.60
	81003	3.16
	81005	3.05
	81015	4.28
	81025	8.90

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates

Pathology & Lab - Chemistry		
	82947	5.52
	82948	4.45
	84443	23.63
	84702	2.29
	84703	10.57
Pathology & Lab - Hematology and coagulation		
	85013	3.34
	85014	3.34
	85018	3.34
	85025	10.93
	85027	9.10
Pathology & Lab - Immunology		
	86318	18.21
	86580	
	86592	6.00
	86689	27.22
	86695	18.55
	86696	27.22
	86701	12.49
	86702	14.85
	86703	19.28
	86762	20.23
	86803	20.07
Pathology & Lab - Transfusion medicine		
	86900	4.20
	86901	4.20
Pathology & Lab - Microbiology		
	87070	12.11
	87086	11.36
	87088	11.39
	87102	11.81
	87110	27.55
	87205	6.00
	87210	6.00
	87220	6.00
	87252	36.66
	87389	33.86
	87480	28.20
	87490	28.20
	87491	49.35
	87510	28.20
	87535	49.35
	87590	28.20
	87591	49.35
	87624	47.87

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
	87625	49.47
	87660	28.20

	87797	28.20
	87800	56.41
	87801	98.70
	87810	16.86
	87850	16.86
Pathology & Lab - Cytopathology		
	88150	14.86
	88164	14.86
	88175	37.25
Medicine - Immunization administration		
	90460	8.00
	90471	7.84
Medicine - Vaccines/toxoids		
	90649	158.07
	90650	138.14
	90651	175.03
Medicine - Hydration, diagnostic injections/infusions, chemo		
	96372	18.98
Medical nutrition therapy		
	97802	26.73
	97803	22.99
	97804	12.03
Medicine - Special services, procedures, and reports		
	99000	9.30
	99078	29.40
Behavioral change interventions, individual		
	99406	11.18
	99407	21.82
HCPCS A Codes - Supplies		
	A4261	50.84
	A4264	1560.00
	A4266	34.11
	A4267	0.54
	A4268	2.83
	A4269	12.26
	A9150	14.00
HCPCS H Codes - Rehabilitative services		
	H1010	12.30

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
HCPCS J Codes - Drugs other than oral		
	J0696	0.68
	J1050	64.98
	J3490	5.01
	J7297	671.25
	J7298	826.72
	J7300	753.78
	J7301	663.32
	J7303	93.53

	J7304	37.48
	J7307	672.61
HCPSC S Codes - Private payer codes		
	S4993	19.42
	S5000	5.90
Office or Other Outpatient Services		
	99201	26.04
	99202	41.09
	99203	55.52
	99204	81.24
	99205	101.00
	99211	13.49
	99212	22.59
	99213	33.95
	99214	47.68
	99215	73.40
Evaluation and Management		
	99241	39.66
	99242	62.10
	99243	80.23
	99244	112.50
Preventive Medicine		
	99384	93.40
	99385	78.85
	99386	92.22
	99394	85.93
	99395	68.43
	99396	74.84

Related Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
Breast Cancer Screening and Diagnostics		
Anesthesia		
	00400	
Surgery - General		
	10022	90.21
Surgery - Integumentary system		
	19000	84.47
	19081	508.95
	19082	411.12
	19083	505.47
	19084	405.50
	19100	112.80
	19101	254.74
	19120	370.75
	19125	364.03
	19126	122.96
	19281	183.37
	19282	352.31
	19283	208.23

	19284	152.63
	19285	352.31
	19286	295.37
Radiology - Diagnostic imaging		
	71010	22.05
	71020	28.74
	76098	17.04
Radiology - Diagnostic ultrasound		
	76641	91.69
	76642	84.20
	76942	163.86
Radiology - Breast mammography		
	77051	8.02
	77052	8.02
	77053	54.80
	77055	70.03
	77056	90.09
	77057	64.15
	77058	495.58
	77059	491.84
Pathology & Lab - Organ or disease oriented panels		
	80048	11.89
	80053	14.85
Pathology & Lab - Hematology and coagulation		
	85730	8.44
Pathology & Lab - Surgical pathology		
	88305	54.53

Related Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
	88307	229.35
Medicine - Cardiovascular		
	93000	12.83
Cervical Cancer Screening and Diagnostics		
Anesthesia		
	00940	18.42
Surgery - Female genital system		
	57452	67.37
	57454	100.65
	57455	82.10
	57456	76.65
	57460	120.83
	57461	139.93
	57500	55.10
	57505	66.55
	57520	199.66
	57522	178.11
	58110	30.82
Radiology - Diagnostic imaging		
	71010	18.71
	71020	24.32

Pathology & Lab - Organ or disease oriented panels		
	80048	11.89
	80053	14.85
Pathology & Lab - Hematology and coagulation		
	85730	8.44
Pathology & Lab - Cytopathology		
	88141	24.06
	88142	28.49
	88143	28.49
	88173	
	88174	30.05
Pathology & Lab - Surgical pathology		
	88305	54.53
	88307	229.35
Medicine - Cardiovascular		
	93000	12.83
Medicine - Psychiatry		
	90791	113.91
	90792	113.91
Problem-Focused Gynecological Services		
Surgery - Female genital system		
	56405	78.28
	56420	66.56
	56501	81.53
	56515	142.21

Related Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
	56605	43.84
	56606	21.65
	56820	61.48
	57023	225.07
	57061	69.50
	57100	47.58
	57421	89.01
	57511	94.63
	58100	63.35

Other Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
Laboratory Services		
Radiology - Diagnostic ultrasound		
	76700	96.28
	76705	96.28
	76770	96.28
Pathology & Lab - Organ or disease oriented panels		
	80050	42.09
	80051	9.87
	80053	14.85
	80069	12.21

	80074	66.99
	80076	11.48
Pathology & Lab - Chemistry		
	82270	4.58
	82465	6.12
	82950	6.68
	83020	18.10
	83021	25.40
	83036	13.65
	84450	6.55
	84460	6.71
	84478	8.08
	84479	8.19
Pathology & Lab - Hematology and coagulation		
	85007	4.48
	85610	4.98
	85660	7.75
	85730	7.60
Pathology & Lab - Immunology		
	86631	10.35
	86677	10.35
	86704	16.95
	86706	15.11
	86780	12.30
Pathology & Lab - Transfusion medicine		
	86885	8.05
Pathology & Lab - Microbiology		
	87270	16.86
	87512	35.91
	87529	49.35
	87530	39.90
	87661	49.35
Pathology & Lab - Cytopathology		
	88155	8.42
	88160	50.25
	88161	45.44
	88165	14.86
	88167	14.86
	88172	42.50
Pathology & Lab - Pulmonary		
	94760	2.41
HCPJCS J Codes - Drugs other than oral		
	J0558	3.94
	J0561	4.96
	J0690	0.68
	J2010	7.17

Immunizations and Vaccinations		
Procedure Groupings	Procedure Codes	Reimbursement Rates
Medicine - Immunization administration		

	90460	8.00
	90471	7.84
	90472	7.84
Medicine - Vaccines/toxoids		
	90632	45.54
	90633	30.73
	90636	99.08
	90654	17.82
	90656	13.28
	90660	22.10
	90670	145.05
	90673	35.04
	90703	35.54
	90707	63.94
	90710	180.40
	90714	19.32
	90715	32.46
	90716	113.28
	90732	73.34
	90733	132.15
	90734	121.15
	90736	196.04
	90743	22.82
	90744	22.82
	90746	56.25

Appendix B: HHSC Uniform Terms and Conditions Version 2.12



Grantee UTC
VERSION 2.12 -- HTV

Note: Appendix B not numbered
in accordance with
Open Enrollment

HHSC Uniform Terms and Conditions Version 2.12
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Health and Human Services Commission
HHSC Uniform Terms and Conditions - Grant
Version 2.12

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“Deliverable” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“System Agency” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Contract, if any.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
- j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

4.03 Submission of Audit

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:

Dani.fielding@hhsc.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide

the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contractors or subcontractors during performance of this Contract.

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.10 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.11 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.12 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.13 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.14 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.15 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.16 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.17 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.18 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.19 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.20 Civil Rights

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
 7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

Appendix C: HHSC Special Conditions Version 1.0



HHSC Special
Conditions 1.0.pdf

Note: Appendix C not
numbered in accordance
with Open Enrollment



Health and Human Services Commission
Special Conditions
Version 1.0

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HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

ARTICLE I. SPECIAL DEFINITIONS

“Conflict of Interest” means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

“Contractor Agents” means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

“Custom Software” means Software developed as a Deliverable or in connection with the Agreement.

“Data Use Agreement” means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

“Federal Financial Participation” is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

“Item of Noncompliance” means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

“Minor Administrative Change” refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

“Other Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

“Outside the United States” means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

“Software” means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

“State” means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

“Third Party Software” refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

“Turnover” means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

“Turnover Plan” means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

“VUTC” means HHSC’s Uniform Terms and Conditions – Vendor, Version 2.12

“WSD” means the Work, Services, or Deliverables to be performed or provided under the Contract.

ARTICLE II. GENERAL PROVISIONS

2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

- a. The Signature Document;
- b. These Special Conditions;
- c. HHSC Uniform Terms and Conditions – Vendor;
- d. The Solicitation and any addendums, corrections, and clarifications; then
- e. Contractor’s Solicitation Response and any agreed to modifications.

2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor’s assurances of the following:

- a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- c. Contractor has performed similar WSD for other public or private entities;
- d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC’s current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- e. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

the capability to perform the WSD in accordance with the terms and conditions of the Contract;
and

- f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

2.03 Delegation of Authority

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

- a. Make public policy;
- b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

2.04 Other System Agencies Participation in the Contract

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

2.05 Most Favored Customer

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

2.06 Assumption After Assignment

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

2.07 Cooperation with HHSC Vendors

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

2.08 Renegotiation and Reprocurement Rights

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

2.09 Solicitation Errors

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES

3.01 Authority

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

3.02 Prohibition

Contractor agrees that, unless specifically authorized in writing by HHSC:

- (1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
- (2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
- (3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

3.03 Exception

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

3.04 Remedy

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS

4.01 Qualifications

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

4.02 Conduct and Removal

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

4.03 No Authority

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

4.04 E-Verify

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
- (2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

4.05 Subcontractors Not Identified in the Solicitation Response

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- (1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- (2) Object to the selection of the Subcontractor; or
- (3) Object to the subcontracting of the WSD proposed to be subcontracted.

ARTICLE V. PERFORMANCE

5.01 Measurement

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (1) Compliance with Contract requirements, including all representations and warranties;
- (2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- (3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

- (5) Timeliness, completeness, and accuracy of WSD; and
- (6) Achievement of specific performance measures and incentives as applicable.

ARTICLE VI. AMENDMENTS AND MODIFICATIONS

6.01 Formal Procedure

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

6.02 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

6.03 Technical Guidance Letters

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

ARTICLE VII. AUDITS AND RECORDS

7.01 Record Retention

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at <https://www.tsl.texas.gov/sites/default/files/public/tslac/slrn/state/schedules/529.PDF>. It is Contractor's

responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

7.02 Access and Accommodation

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response to Audits or Inspection Findings

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

- (1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
- (2) Performed by Contractor as part of the WSD; or
- (3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

ARTICLE VIII. PAYMENT

8.01 Duty to Make Payment

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

ARTICLE IX. CONFIDENTIALITY

9.01 Requests for Public Information

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

9.02 Consultant Disclosure

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

9.03 Other Confidential Information

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES

AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE X. DISPUTES AND REMEDIES

10.01 Agreement of the Parties

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

10.02 Operational Remedies

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- 1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- 2) Require additional or different corrective action(s) of HHSC's choice;
- 3) Suspension of all or part of the Contract or WSD;
- 4) Prohibit Contractor from incurring additional obligations under the Contract;
- 5) Issue stop Work Orders;
- 6) Assessment of liquidated damages as provided in the Contract;
- 7) Accelerated or additional monitoring;
- 8) Withholding of payments; and
- 9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

10.03 Equitable Remedies

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

10.04 Continuing Duty to Perform

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

ARTICLE XI. DAMAGES

11.01 Availability and Assessment

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- 1) Through direct assessment and demand for payment to Contractor; or
- 2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

11.02 Specific Items of Liability

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.

ARTICLE XII. TURNOVER

12.01 Turnover Plan

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

- 1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
- 2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

12.02 Turnover Assistance

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS

13.01 HHSC Additional Rights

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

13.02 Third Party Software

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

13.03 Software and Ownership Rights.

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

14.01 Ability to Perform

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

14.02 Continuing Duty to Disclose

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

14.03 Conflicts of Interest

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

14.04 Flow Down Provisions

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

14.05 Recruitment Prohibition

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

14.06 Manufacturer's Warranties

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

14.07 Cooperation with HHSC Designees

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

14.08 Notice of Litigation or Contract Action

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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Appendix D: Healthy Texas Women Certification

**Legal Business Name
of Applicant:** _____

This certification pertains to the following billing or performing provider:

Provider Name _____
Federal Tax ID Number _____ NPI
Number _____

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address _____
Street Address City/State/Zip Code _____
Telephone Number _____

Provider's primary physical address:

Street Address _____
Street Address City/State/Zip Code _____
Telephone Number _____

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "*affiliate*" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "*Promote*" means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;
or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is _____. I am the provider or, if the provider is an organization, I am the provider's (title or position) _____. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
☐ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
☐ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
☐ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
 - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
 - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
 - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
 - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☐ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
☐ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
 - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification _____ through 12/31/ _____

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Appendix E: Women at or Below 200% FPL

Women At or Below 200 % FPL - From Census Small Area Health Insurance Estimates 2013

Texas

	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200
% FPL**

**From Census Small Area Health Insurance
Estimates 2013**

**Health Service
Region - 1**

COUNTY	Women at or Below 200 % FPL	% by County
ARMSTRONG	266	0.2%
BAILEY	1,696	1.1%
BRISCOE	290	0.2%
CARSON	655	0.4%
CASTRO	1,885	1.2%
CHILDRESS	1,103	0.7%
COCHRAN	709	0.4%
COLLINGSWORTH	662	0.4%
CROSBY	1,414	0.9%
DALLAM	1,564	1.0%
DEAF SMITH	3,028	1.9%
DICKENS	370	0.2%
DONLEY	657	0.4%
FLOYD	1,261	0.8%
GARZA	799	0.5%
GRAY	3,540	2.2%
HALE	7,759	4.9%
HALL	747	0.5%
HANSFORD	872	0.5%
HARTLEY	539	0.3%
HEMPHILL	493	0.3%
HOCKLEY	4,044	2.5%
HUTCHINSON	3,680	2.3%
KING	51	0.0%
LAMB	3,078	1.9%
LIPSCOMB	514	0.3%
LUBBOCK	56,404	35.3%
LYNN	1,077	0.7%
MOORE	4,633	2.9%
MOTLEY	211	0.1%
OCHILTREE	1,687	1.1%
OLDHAM	325	0.2%
PARMER	2,109	1.3%
POTTER	28,121	17.6%
RANDALL	16,350	10.2%
ROBERTS	84	0.1%
SHERMAN	566	0.4%
SWISHER	1,567	1.0%
TERRY	2,692	1.7%
WHEELER	798	0.5%
YOAKUM	1,286	0.8%
HSR 1 Total	159,586	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 %
FPL**

**From Census Small Area Health Insurance Estimates
2013**

Health Service Region - 2

COUNTY	Women at or Below 200 % FPL	% by County
ARCHER	1,106	1.1%
BAYLOR	684	0.7%
BROWN	6,945	7.2%
CALLAHAN	2,202	2.3%
CLAY	1,411	1.5%
COLEMAN	1,788	1.9%
COMANCHE	2,697	2.8%
COTTLE	327	0.3%
EASTLAND	3,468	3.6%
FISHER	587	0.6%
FOARD	245	0.3%
HARDEMAN	769	0.8%
HASKELL	975	1.0%
JACK	1,295	1.3%
JONES	2,676	2.8%
KENT	120	0.1%
KNOX	783	0.8%
MITCHELL	1,143	1.2%
MONTAGUE	3,193	3.3%
NOLAN	2,906	3.0%
RUNNELS	1,893	2.0%
SCURRY	2,497	2.6%
SHACKELFORD	537	0.6%
STEPHENS	1,686	1.8%
STONEWALL	233	0.2%
TAYLOR	25,848	26.9%
THROCKMORTON	243	0.3%
WICHITA	22,325	23.2%
WILBARGER	2,570	2.7%
YOUNG	3,070	3.2%
HSR 2 Total	96,222	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below
200 % FPL**

**From Census Small Area Health Insurance
Estimates 2013**

Health Service Region - 3

COUNTY	Women at or Below 200 % FPL	% by County
COLLIN	77,422	6.6%
COOKE	6,176	0.5%
DALLAS	523,961	44.4%
DENTON	81,800	6.9%
ELLIS	23,896	2.0%
ERATH	7,946	0.7%
FANNIN	5,547	0.5%
GRAYSON	20,949	1.8%
HOOD	6,598	0.6%
HUNT	16,419	1.4%
JOHNSON	23,783	2.0%
KAUFMAN	16,596	1.4%
NAVARRO	10,411	0.9%
PALO PINTO	5,625	0.5%
PARKER	14,534	1.2%
ROCKWALL	7,745	0.7%
SOMERVELL	1,240	0.1%
TARRANT	320,676	27.2%
WISE	8,565	0.7%
HSR 3 Total	1,179,889	100%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below
200 % FPL**

**From Census Small Area Health Insurance
Estimates 2013**

Health Service Region - 4

COUNTY	Women at or Below 200 % FPL	% by County
ANDERSON	8,602	4.2%
BOWIE	17,113	8.4%
CAMP	2,800	1.4%
CASS	5,650	2.8%
CHEROKEE	10,647	5.2%
DELTA	972	0.5%
FRANKLIN	1,964	1.0%
GREGG	22,536	11.1%
HARRISON	11,989	5.9%
HENDERSON	14,841	7.3%
HOPKINS	6,946	3.4%
LAMAR	9,866	4.8%
MARION	1,969	1.0%
MORRIS	2,615	1.3%
PANOLA	3,761	1.8%
RAINS	1,861	0.9%
RED RIVER	2,495	1.2%
RUSK	8,611	4.2%
SMITH	38,388	18.8%
TITUS	7,514	3.7%
UPSHUR	6,817	3.3%
VAN ZANDT	8,958	4.4%
WOOD	6,951	3.4%
HSR 4 Total	203,866	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL
From Census Small Area Health Insurance
Estimates 2013 Health Service Region - 5

COUNTY	Women at or Below 200 % FPL	% by County
ANGELINA	18,460	13.1%
HARDIN	7,547	5.3%
HOUSTON	4,227	3.0%
JASPER	6,496	4.6%
JEFFERSON	46,964	33.2%
NACOGDOCHES	13,788	9.8%
NEWTON	2,492	1.8%
ORANGE	13,198	9.3%
POLK	8,089	5.7%
SABINE	1,714	1.2%
SAN AUGUSTINE	1,767	1.3%
SAN JACINTO	4,779	3.4%
SHELBY	5,660	4.0%
TRINITY	2,790	2.0%
TYLER	3,379	2.4%
HSR 5 Total	141,350	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates
2013

Health Service Region - 6

COUNTY	Women at or Below 200 % FPL	% by County
AUSTIN	4,089	0.4%
BRAZORIA	40,902	3.7%
CHAMBERS	3,923	0.4%
COLORADO	3,460	0.3%
FORT BEND	68,183	6.1%
GALVESTON	43,326	3.9%
HARRIS	836,220	75.2%
LIBERTY	13,512	1.2%
MATAGORDA	6,756	0.6%
MONTGOMERY	64,343	5.8%
WALKER	10,972	1.0%
WALLER	8,138	0.7%
WHARTON	7,548	0.7%
HSR 6 Total	1,111,372	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**women At or Below 200
% FPL**

**From Census Small Area Health Insurance
Estimates 2013**

**Health Service
Region - 7**

COUNTY	Women at or Below 200 % FPL	% by County
BASTROP	13,121	2.5%
BELL	63,113	12.0%
BLANCO	1,456	0.3%
BOSQUE	2,946	0.6%
BRAZOS	44,561	8.5%
BURLESON	2,758	0.5%
BURNET	7,098	1.4%
CALDWELL	7,945	1.5%
CORYELL	14,013	2.7%
FALLS	3,328	0.6%
FAYETTE	3,309	0.6%
FREESTONE	3,066	0.6%
GRIMES	4,314	0.8%
HAMILTON	1,443	0.3%
HAYS	27,590	5.3%
HILL	6,826	1.3%
LAMPASAS	3,428	0.7%
LEE	2,428	0.5%
LEON	2,735	0.5%
LIMESTONE	4,445	0.8%
LLANO	2,736	0.5%
MADISON	50,615	9.7%
MCLENNAN	2,408	0.5%
MILAM	4,562	0.9%
MILLS	874	0.2%
ROBERTSON	3,352	0.6%
SAN SABA	1,106	0.2%
TRAVIS	181,409	34.6%
WASHINGTON	5,173	1.0%
WILLIAMSON	51,645	9.9%
HSR 7 Total	523,803	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**women At or Below 200
% FPL**

**From Census Small Area Health Insurance
Estimates 2013**

**Health Service
Region - 8**

COUNTY	Women at or Below 200 % FPL	% by County
ATASCOSA	9,105	1.8%
BANDERA	2,804	0.6%
BEXAR	346,692	69.3%
CALHOUN	3,991	0.8%
COMAL	13,462	2.7%
DEWITT	3,028	0.6%
DIMMIT	2,579	0.5%
EDWARDS	359	0.1%
FRIO	3,510	0.7%
GILLESPIE	3,233	0.6%
GOLIAD	1,014	0.2%
GONZALES	4,348	0.9%
GUADALUPE	19,872	4.0%
JACKSON	2,231	0.4%
KARNES	2,027	0.4%
KENDALL	3,526	0.7%
KERR	7,748	1.5%
KINNEY	504	0.1%
LA SALLE	1,226	0.2%
LAVACA	2,766	0.6%
MAVERICK	15,928	3.2%
MEDINA	7,513	1.5%
REAL	628	0.1%
UVALDE	6,383	1.3%
VAL VERDE	10,163	2.0%
VICTORIA	16,370	3.3%
WILSON	5,567	1.1%
ZAVALA	3,427	0.7%
HSR 8 Total	500,004	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates
2013

Health Service Region - 9

COUNTY	Women at or Below 200 % FPL	% by County
ANDREWS	2,291	2.3%
BORDEN	66	0.1%
COKE	494	0.5%
CONCHO	447	0.5%
CRANE	644	0.7%
CROCKETT	620	0.6%
DAWSON	2,268	2.3%
ECTOR	27,494	27.8%
GAINES	3,771	3.8%
GLASSCOCK	118	0.1%
HOWARD	5,602	5.7%
IRION	185	0.2%
KIMBLE	791	0.8%
LOVING	16	0.0%
MARTIN	813	0.8%
MASON	688	0.7%
MCCULLOCH	1,627	1.6%
MENARD	405	0.4%
MIDLAND	19,938	20.2%
PECOS	2,388	2.4%
REAGAN	500	0.5%
REEVES	2,238	2.3%
SCHLEICHER	530	0.5%
STERLING	101	0.1%
SUTTON	545	0.6%
TERRELL	144	0.1%
TOM GREEN	20,662	20.9%
UPTON	477	0.5%
WARD	1,737	1.8%
WINKLER	1,185	1.2%
HSR 9	98,785	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 %
FPL**

From Census Small Area Health Insurance

Estimates 2013 Health Service Region - 10

COUNTY	Women at or Below 200 %	% by County
BREWSTER	1,612	0.8%
CULBERSON	536	0.3%
EL PASO	204,281	97.6%
HUDSPETH	882	0.4%
JEFF DAVIS	295	0.1%
PRESIDIO	1,625	0.8%
HSR 10 Total	209,231	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 % FPL
From Census Small Area Health Insurance
Estimates 2013**

Health Service Region - 11

COUNTY	Women at or Below 200 % FPL	% by County
ARANSAS	4,015	0.7%
BEE	5,575	1.0%
BROOKS	1,736	0.3%
CAMERON	120,451	21.0%
DUVAL	2,245	0.4%
HIDALGO	238,742	41.6%
JIM HOGG	1,172	0.2%
JIM WELLS	8,378	1.5%
KENEDY	100	0.0%
KLEBERG	6,618	1.2%
LIVE OAK	1,464	0.3%
MCMULLEN	49	0.0%
NUECES	68,351	11.9%
REFUGIO	1,149	0.2%
SAN PATRICIO	11,644	2.0%
STARR	18,922	3.3%
WEBB	74,695	13.0%
WILLACY	5,168	0.9%
ZAPATA	3,677	0.6%
HSR 11 Total	574,151	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Attachment B – Contractor’s Revised Program Forms

FORM H: FUNDING REQUEST AND CLIENTS SERVED

Legal Business Name of Respondent:

Baylor College of Medicine – Teen Health Clinic

Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	\$987,930
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Clients Served:

The number of clients a respondent intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the respondent's effectiveness in providing the proposed support services under the contract resulting from this RFP.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the respondent proposes to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients respondent intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

Table 1: Clinical Services

Proposed Number of Clinical Clients to be Served:	3,466
----------------------------------------------------------	-------

Attachment C – Contractor’s Revised Budget

FORM F: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

Baylor College of Medicine - Teen Health Clinic 7/1/16 - 8/31/17 Revised 6/13/17

Budget Categories	Total HTW Budget (1)	HTW Categorical (2)	HTW Fee-For-Service (3)
A. Personnel	\$1,198,203	\$554,001	\$644,202
B. Fringe Benefits	\$359,461	\$173,258	\$186,203
C. Travel	\$1,040	\$1,040	\$0
D. Equipment	\$0	\$0	\$0
E. Supplies	\$151,730	\$28,125	\$123,605
F. Contractual	\$37,240	\$18,620	\$18,620
G. Other	\$30,600	\$15,300	\$15,300
H. Total Direct Costs	\$1,778,274	\$790,344	\$987,930
I. Indirect Costs	\$197,586	\$197,586	\$0
J. Total (Sum of H and I)	\$1,975,860	\$987,930	\$987,930

NOTE: The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in **whole dollars**. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$1,198,203	\$1,198,203	Fringe Benefits	\$359,461	\$359,461
	Travel	\$1,040	\$1,040	Equipment	\$0	\$0
	Supplies	\$151,730	\$151,730	Contractual	\$37,240	\$37,240
	Other	\$30,600	\$30,600	Indirect Costs	\$197,586	\$197,586

TOTAL FOR:	Distribution Totals	\$1,975,860	Budget Total	\$1,975,860
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List any budget assumptions below:

This RFA provides the opportunity to offer enriched medical services for categories that traditionally do not have an associated CTP code. For example, because of the vulnerability of our patients, health education and social work counseling are not always adequately compensated in a fee-for-service model. We have therefore built these cost in our categorical column (2) so that we can reduce the morbidity and mortality in this young cohort.

FORM F-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

Baylor College of Medicine - Teen Health Clinic 7/1/16 - 8/31/17 Revised 6/13/17

PERSONNEL							
Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Nurse Practitioner - E	N	Provides specialized medical care	2	NP or CNP	\$8,272.00	14	\$231,616
Nurse Manager - E	N	Oversees medical services	3	LVN or RN	\$4,948.00	14	\$207,816
Medical Assistant II - E	N	Responsible for blood drawing/lab rpts	3	Phlebotomist	\$3,575.00	14	\$150,150
Asst. Senior Clerk II - E	N	Responsible for client intake/schedule	5		\$2,865.00	14	\$200,550
Sr. Administrative Coordinator - E	N	Responsible tracking accounting	1		\$3,965.00	14	\$55,510
Health Educator - E	N	Support health promotion	2	LMSW	\$4,279.00	14	\$119,812
Pharmacist - E	N	Required for Class D Pharmacy	0.75		\$5,490.00	14	\$57,645
Administrative Assistant LII - E	N	Responsible to Clinic Director	0.5		\$4,166.00	14	\$29,162
Physician - E	N	Medical Director	1		\$7,351.00	14	\$102,914
Director - E	N	Oversees the project	0.1	Ph.D.	\$17,917.00	14	\$25,084
Administrator - E	N	Financial management	0.1		\$12,817.00	14	\$17,944
							\$0
							\$0
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							\$0
						SalaryWage Total	\$1,198,203

FRINGE BENEFITS	Itemize the elements of fringe benefits in the space below:
	Fringe Benefit Rate % 30.00%
	Fringe Benefits Total \$359,461

FORM F-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

Baylor College of Medicine - Teen Health Clinic 7/1/16 - 8/31/17 Revised 6/13/17

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location City/State	Number of:	Travel Costs	
			Days/Employees		
Department's Project Directors' Conference	Required travel for projects funded by DSHS	Austin	1	Mileage	\$0
				Airfare	\$240
				Meals	\$55
				Lodging	\$150
				Other Costs	\$75
				Total	\$520
Clinical Conference for Family Planning	Project attendance is required	Austin	1	Mileage	\$0
				Airfare	\$240
				Meals	\$55
				Lodging	\$150
				Other Costs	\$75
				Total	\$520
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					\$0

Total for Conference / Workshop Travel

\$1,040

Revised 7/6/2009

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Total for Other / Local Travel Other / Local Travel Costs: Conference / Workshop Travel Costs: Total Travel Costs:

Indicate Policy Used:

Respondent's Travel Policy ☒State of Texas Travel Policy ☐

**FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form**

Legal Name of Respondent:

Baylor College of Medicine - Teen Health Clinic 7/1/16 - 8/31/17 Revised 6/13/17

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

[illegible]

Total Amount Requested for Equipment:

\$0

FORM F-4: SUPPLIES Budget Category Detail Form

Legal Name of Respondent:

Baylor College of Medicine - Teen Health Clinic 7/1/16 - 8/31/17 Revised 6/13/17

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable**. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item <small>[If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]</small>	Purpose & Justification	Total Cost
Office/Computer supplies	Items needed to support EPHC clinic services for 10 sites	\$46,730
Pharmaceuticals	Consumable items needed to support HTW clinic services	\$105,000
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Supplies:

\$151,730

FORM F-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: Baylor College of Medicine - Teen Health Clinic 7/1/16 - 8/31/17 Revised 6/13/17

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show cost. If a third party is identified, show the name of the third party. Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)
DSHS/TIPP	Amplified CT/GC	\$17.00/combo	\$17.00	8,000	\$0.00
Women's Health Lab	RPR	In-kind	\$6.00	1,963	\$6.00
Women's Health Lab	Pap Smear	\$14.50/specimen	\$14.50	1,450	\$14.50
DSHS/TIPP	Amplified CT/GC	\$17.00/combo	\$17.00	261	\$17.00
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS					

Total Amount Requested for CONTRACTUAL:

--

ntractors as "To Be

TOTAL
\$0
\$11,778
\$21,025
\$4,437
\$0
\$0
\$0
\$0
\$0
\$0
\$37,240

FORM F-6: OTHER Budget Category Detail Form

Legal Name of Respondent:

Baylor College of Medicine - Teen Health Clinic 7/1/16 - 8/31/17 Revised 6/13/17

Description of Item <small>[If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]</small>	Purpose & Justification	Total Cost
Rent	Clinic space at various sites rented from Harris Health System	\$600
Postage and shipping	Correspondence and lab specimens	\$2,600
Registration fee	Professional development	\$450
Printing	Forms, information sheets, patient literature	\$5,000
Computer services	Ahlers monthly billing; MIS services	\$16,500
Telephone	Telephone service, ISDN phone lines	\$5,450
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Other:

\$30,600

FORM F - 7 Indirect Costs

Legal Name of Respondent:

Baylor College of Medicine - Teen Health Clinic 7/1/16 - 8/31/17

Total amount of indirect costs allocable to the project:

Amount: \$197,586

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. **Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)**

RATE: As per the opportunity offered by this request for proposal,
BASE: 20% TDMC.

20%

Applies only to governmental entities. The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. **Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.**

RATE:
TYPE:
BASE:

GO TO PAGE 2 (below)

Page 2, FORM F - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

SUPPLEMENTAL FORMS INSTRUCTIONS

The supplemental budget templates (two per budget category) are intended to supplement cost reimbursement budgets when there are too many items to fit on the primary budget template. Respondents that have utilized all the lines on the primary budget templates must use the supplemental templates to list detail information for the respective budget category. For example, after all the lines on the primary budget template for Personnel (tab labeled Form F - 1 Personnel) have been used, go to the supplemental template labeled "Form F - 1a Personnel Supp" and if all the lines are used on this template, go to the next template labeled "Form F - 1b Personnel". The amounts on each supplemental template will automatically total and the total from both templates will automatically be inserted on the last line of the primary budget template.

Form F-1 Personnel Supplemental
Form F-2 Travel Supplemental
Form F-3 Equipment Supplemental
Form F-4 Supplies Supplemental
Form F-5 Contractual Supplemental
Form F-6 Other Supplemental

FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Baylor College of Medicine - Teen Health Clinic 7/1/16 - 8/31/17 Revised 6/13/17

PERSONNEL	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed							
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
SalaryWage Total							\$0

FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Baylor College of Medicine - Teen Health Clinic 7/1/16 - 8/31/17 Revised 6/13/17

PERSONNEL	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed							
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
SalaryWage Total							\$0

FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Baylor College of Medicine - Teen Health Clinic 7/1/16 - 8/31/17 Revised 6/13/17

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0

Total for Conference / Workshop Travel

\$0

Other / Local Travel Costs

Revised: 7/6/2009

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

Total for Other / Local Travel

\$0

Other / Local Travel Costs: **\$0**

Conference / Workshop Travel Costs: **\$0**

Total Travel Costs:

\$0

FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Baylor College of Medicine - Teen Health Clinic 7/1/16 - 8/31/17 Revised 6/13/17

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0

Total for Conference / Workshop Travel

\$0

Other / Local Travel Costs

Revised: 7/6/2009

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

Total for Other / Local Travel

\$0

Other / Local Travel Costs: **\$0**

Conference / Workshop Travel Costs: **\$0**

Total Travel Costs:

\$0

FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form (Supplemental)

Legal Name of Respondent:

Baylor College of Medicine - Teen Health Clinic 7/1/16 - 8/31/17 Revised 6/13/17

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0

Total Amount Requested for Equipment:

\$0

FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category **Detail Form (Supplemental)**

Legal Name of Respondent:

Baylor College of Medicine - Teen Health Clinic 7/1/16 - 8/31/17 Revised 6/13/17

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0

Total Amount Requested for Equipment:

\$0

FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Baylor College of Medicine - Teen Health Clinic 7/1/16 - 8/31/17 Revised 6/13/17

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost

Total Amount Requested for Supplies:

\$0

FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Baylor College of Medicine - Teen Health Clinic 7/1/16 - 8/31/17 Revised 6/13/17

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost

Total Amount Requested for Supplies:

\$0

Legal Name of Respondent: Baylor College of Medicine - Teen Health Clinic 7/1/16 - 8/31/17 Revised 6/13/17

[illegible]

Revised: 7/6/2009

--

ntractors as "To Be

TOTAL	
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0

	\$0
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Legal Name of Respondent: Baylor College of Medicine - Teen Health Clinic 7/1/16 - 8/31/17 Revised 6/13/17

[illegible]

Revised: 7/6/2009

--

ntractors as "To Be

TOTAL	
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0

	\$0
--	-----

FORM F-6: OTHER Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Baylor College of Medicine - Teen Health Clinic 7/1/16 - 8/31/17 Revised 6/13/17

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other:

\$0

FORM F-6: OTHER Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Baylor College of Medicine - Teen Health Clinic 7/1/16 - 8/31/17 Revised 6/13/17

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other:

\$0

Attachment D – Contractor's Original Application

Baylor College of Medicine Teen Health Clinic

Request for Proposals (RFP)
For

Healthy Texas Women

RFP No. 529-16-0094

Date of Release: 3/22/2016

Grant: July 1, 2016 – August 31, 2017

Due Date: May 2, 2016



SOLICITATION ADDENDUM

SOLICITATION ADDENDUM: # 1
for
SOLICITATION: # 529-16-0094

Date: 3/31/2016

PCS Purchaser/Contract Administrator: Mahsa Azadi
Phone: 512-406-2410
Fax: 512-406-2688

Date Due: 04/21/2016

Time Due: 2:00 pm

DESCRIPTION OF THE ADDENDUM:

This Addendum is issued to reflect the following information, clarification or change:

The addition of the vendor conference presentation.

Microsoft PowerPoint
97-2003 Presentation

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:

1. Sign and return this addendum to HHSC-PCS with the solicitation response; or
2. Acknowledge receipt of this addendum on face of your response, or;
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time:

Peggy B. Smith, Ph.D.
Authorized Signature: _____Date: 4/5/2016

____ Printed or Typed Name of Authorized Signature:

Business Entity Name: Baylor College of Medicine – Teen Health Clinic



SOLICITATION ADDENDUM

SOLICITATION ADDENDUM: # 2
for
SOLICITATION: # 529-16-0094

Date: 4/15/2016

PCS Purchaser/Contract Administrator: Mahsa Azadi
Phone: 512-406-2410
Fax: 512-406-2688

Date Due: 04/27/2016

Time Due: 2:00 pm

DESCRIPTION OF THE ADDENDUM:

This Addendum is issued to reflect the following information, clarification or change:

HHSC posts Addendum #2 to revise various sections of the RFP, to publish Vendor Questions and HHSC'S responses, and the Vendor Conference Sign-In sheet as indicated in the following documents.

2016 4 15 HTW RFP
Amendment -- 4-15-1

HTW Sign In Sheet.PDF

Microsoft Excel
Worksheet

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:

1. Sign and return this addendum to HHSC-PCS with the solicitation response; or
2. Acknowledge receipt of this addendum on face of your response, or;
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time:

Peggy B. Smith, Ph.D.
Authorized Signature: _____

Date: 4/19/2016

____ Printed or Typed Name of Authorized Signature:

Business Entity Name: Baylor College of Medicine – Teen Health Clinic



SOLICITATION ADDENDUM

SOLICITATION ADDENDUM: # 3
for
SOLICITATION: # 529-16-0094

Date: 4/20/2016

PCS Purchaser/Contract Administrator: Mahsa Azadi
Phone: 512-406-2410
Fax: 512-406-2688

Date Due: 05/2/2016

Time Due: 2:00 pm

DESCRIPTION OF THE ADDENDUM:

This Addendum is issued to reflect the following information, clarification or change:

HHSC posts Addendum #3 (Package 6) to revise Section 1.3, Section 3.7, Section 3.8, Form A and the inclusion of the HHS Information Security and Privacy Initial Inquiry (SPI) Form as indicated in the document attached below.

HTW RFP
Amendment #3

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:

1. Sign and return this addendum to HHSC-PCS with the solicitation response; or
2. Acknowledge receipt of this addendum on face of your response, **or**;
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time:

Peggy B. Smith, Ph.D.
Authorized Signature: _____

Date: 4/21/2016

____ Printed or _____ Typed Name of Authorized Signature:

Business Entity Name: Baylor College of Medicine – Teen Health Clinic

Baylor College of Medicine Teen Health Clinic: Executive Summary

Healthy Texas Women: RFP # 529-16-0094

Baylor College of Medicine Teen Health Clinics' (BTHC) mission is to provide health care equal to or better in quality than the private sector and to establish collaborating relationships with the community and with those organizations or individuals with common goals, and to have all programs evaluated with academic excellence. BTHC's goal is to reduce morbidity and mortality associated with no access to health care as well as the costs associated with unintended pregnancy by the provision of primary and reproductive health care to at-risk youth and young adults. BTHC will continue to promote primary and reproductive care services for sexually active, pregnant and parenting teens and young adults through a variety of projects to reduce sexually transmitted infections (STIs), unintended pregnancy and infant mortality and promote health care to inner city youth.

Activities at our 10 inner city clinics under the contracts resulting from this RFP are directly related to support services that enhance services that BTHC provides under the HTW Fee-for-Service program. BTHC activities include assisting eligible women with enrollment into the HTW Fee-for-Service Program; direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program; staff development and training related to HTW Fee-for-Service Program service delivery; and client and community based marketing/educational activities related to the HTW program.

BTHC intends on meeting the RFP's requirements, goals and objectives by: 1) providing client specific education and counseling skills training to professionals in the area of primary and reproductive care, 2) change institutional infrastructure to enhance and support young adults to receive preventive primary care, early prenatal care, medical care, and stay in school or to re-enter school so they can earn a high school diploma, 3) prevent subsequent pregnancies and STIs among at-risk youth through community based initiatives, activities, and community sponsored events, 4) increase male involvement activities through active participation with Project bootstrap, and 5) provide the most effective contraceptive methods to at-risk youth.

BTHC is the only little to no cost primary and family planning medical home of our estimated 30,000 clinic visits; aged 13-25 integrated into the clinical setting since 1974. The BCM's expertise, resources and affiliations the OB/GYN and Pediatric Departments facilitate the administration of this comprehensive care that is responsive to current legislation. BTHC's best practices and state of the art women's health services have built a culture of excellence in the provision of comprehensive family planning and women's health care.

Program Administration and Management protocols and action plans are designed to improve and provide high quality comprehensive primary and family planning health care. Continuous quality assurance and quality improvement activities will be used to identify trends of needed improvement and ensure correction and follow-up to identified trends. To aid in quality improvement, BTHC will ensure health care professionals provide HTW program services by requiring that staff participate in training opportunities through the BTHC in-service training program.

BTHC will ensure outreach, in-reach and education to the priority population by 1) working with youth in Reducing the Risks (RTR) or Big Decisions workshops, 2) increase male involvement in pregnancy prevention and family planning efforts, 3) increase the capacity of the community to outreach to youth needing medical care, and 4) conduct outreach and in-reach through national marketing campaigns.

BTHC will provide LARC methods, Mirena and Nexplanon. LARCs are the most effective methods for pregnancy prevention in vulnerable populations. Because of the financial benefits of being a 340b designee, each of these methods are stocked in the clinics' pharmacies so that patients, if they meet the guidelines of the medical protocol, can have same day insertion.

PROGRAM FORMS

FORM A: PROPOSAL TABLE OF CONTENTS AND CHECKLIST**Legal Business Name of Respondent:** Baylor College of Medicine Teen Health Clinic

In coordination with the requirements of **Section 3.8 Format and Content**, this form is provided to ensure respondents submit the required forms required in Section 2 -- Completed Forms A-M-1, and Section 7 -- Certifications and Other Required Forms contained in Appendix D. Be sure to indicate page number.

PROGRAM FORMS	DESCRIPTION	Included	Page #
A	Proposal Table and Contents and Checklist	x	7
B	Texas Counties and Regions List Served by Project	x	8
C	Contact Person Information	x	9
D	Deleted -- nothing to be submitted	x	N/A
E	Deleted -- nothing to be submitted	x	N/A
F	Budget Summary and Details	x	11-20
G	Respondent Background	x	21-29
H	Funding Request and Performance Measures	x	30
I	Work Plan	x	31-44
J	Assessment Narrative	x	45-47
K	Healthy Texas Women Clinic Site Readiness	x	48-57
K-1	Healthy Texas Women Clinic Sites*	x	58-67
	*Include submission date for Medicaid application if respondent is in the process of enrolling in Medicaid	x	
L	Staff Development Plan	x	68-69
L-1	Staff Development Training Calendar	x	70
M	Community Education/Program Promotion Plan	x	71-74
M-1	Community Education/Program Promotion Calendar	x	75-78
App.E	Healthy Texas Women Certification	x	79-118

REQUIRED FORMS	DESCRIPTION	Included	Page #
	Baylor College of Medicine Appendices	X	119-237
1	Child Support Certification	x	238
2	Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts	x	239
3	Required Certifications	x	240-241
4	Federal Lobbying Certification	x	242
5	Anti-Trust Certification	x	243
6	Respondent Information and Disclosures	x	244-247
7	HUB Subcontracting Plan (HSP)	x	248-261
8	HHS Information Security and Privacy Initial Inquiry (SPI)	x	262-270

Baylor College of Medicine – Teen Health Clinic

FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT

Respondent must identify the counties in which it proposes to provide the services required under this RFP by placing a check-mark or an X in the respective county(ies) box(es).

Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R
-A-			Crosby	<input type="checkbox"/>	01	Hays	<input type="checkbox"/>	07	Martin	<input type="checkbox"/>	09	Schleicher	<input type="checkbox"/>	09
Anderson	<input type="checkbox"/>	04	Culberson	<input type="checkbox"/>	10	Hemphill	<input type="checkbox"/>	01	Mason	<input type="checkbox"/>	09	Scurry	<input type="checkbox"/>	02
Andrews	<input type="checkbox"/>	09	-D-			Henderson	<input type="checkbox"/>	04	Matagorda	<input type="checkbox"/>	06	Shackelford	<input type="checkbox"/>	02
Angelina	<input type="checkbox"/>	05	Dallam	<input type="checkbox"/>	01	Hidalgo	<input type="checkbox"/>	11	Maverick	<input type="checkbox"/>	08	Shelby	<input type="checkbox"/>	05
Aransas	<input type="checkbox"/>	11	Dallas	<input type="checkbox"/>	03	Hill	<input type="checkbox"/>	07	McCulloch	<input type="checkbox"/>	09	Sherman	<input type="checkbox"/>	01
Archer	<input type="checkbox"/>	02	Dawson	<input type="checkbox"/>	09	Hockley	<input type="checkbox"/>	01	McLennan	<input type="checkbox"/>	07	Smith	<input type="checkbox"/>	04
Armstrong	<input type="checkbox"/>	01	Deaf Smith	<input type="checkbox"/>	01	Hood	<input type="checkbox"/>	03	McMullen	<input type="checkbox"/>	11	Somervell	<input type="checkbox"/>	03
Atascosa	<input type="checkbox"/>	08	Delta	<input type="checkbox"/>	04	Hopkins	<input type="checkbox"/>	04	Medina	<input type="checkbox"/>	08	Starr	<input type="checkbox"/>	11
Austin	<input type="checkbox"/>	06	Denton	<input type="checkbox"/>	03	Houston	<input type="checkbox"/>	05	Menard	<input type="checkbox"/>	09	Stephens	<input type="checkbox"/>	02
-B-			DeWitt	<input type="checkbox"/>	08	Howard	<input type="checkbox"/>	09	Midland	<input type="checkbox"/>	09	Sterling	<input type="checkbox"/>	09
Bailey	<input type="checkbox"/>	01	Dickens	<input type="checkbox"/>	01	Hudspeth	<input type="checkbox"/>	10	Milam	<input type="checkbox"/>	07	Stonewall	<input type="checkbox"/>	02
Bandera	<input type="checkbox"/>	08	Dimmit	<input type="checkbox"/>	08	Hunt	<input type="checkbox"/>	03	Mills	<input type="checkbox"/>	07	Sutton	<input type="checkbox"/>	09
Bastrop	<input type="checkbox"/>	07	Donley	<input type="checkbox"/>	01	Hutchinson	<input type="checkbox"/>	01	Mitchell	<input type="checkbox"/>	02	Swisher	<input type="checkbox"/>	01
Baylor	<input type="checkbox"/>	02	Duval	<input type="checkbox"/>	11	-I-			Montague	<input type="checkbox"/>	02	-T-		
Bee	<input type="checkbox"/>	11	-E-			Irion	<input type="checkbox"/>	09	Montgomery	<input type="checkbox"/>	06	Tarrant	<input type="checkbox"/>	03
Bell	<input type="checkbox"/>	07	Eastland	<input type="checkbox"/>	02	-J-			Moore	<input type="checkbox"/>	01	Taylor	<input type="checkbox"/>	02
Bexar	<input type="checkbox"/>	08	Ector	<input type="checkbox"/>	09	Jack	<input type="checkbox"/>	02	Morris	<input type="checkbox"/>	04	Terrell	<input type="checkbox"/>	09
Blanco	<input type="checkbox"/>	07	Edwards	<input type="checkbox"/>	08	Jackson	<input type="checkbox"/>	08	Motley	<input type="checkbox"/>	01	Terry	<input type="checkbox"/>	01
Borden	<input type="checkbox"/>	09	Ellis	<input type="checkbox"/>	03	Jasper	<input type="checkbox"/>	05	-N-			Throckmorton	<input type="checkbox"/>	02
Bosque	<input type="checkbox"/>	07	El Paso	<input type="checkbox"/>	10	Jeff Davis	<input type="checkbox"/>	10	Nacogdoches	<input type="checkbox"/>	05	Titus	<input type="checkbox"/>	04
Bowie	<input type="checkbox"/>	04	Erath	<input type="checkbox"/>	03	Jefferson	<input type="checkbox"/>	05	Navarro	<input type="checkbox"/>	03	Tom Green	<input type="checkbox"/>	09
Brazoria	<input type="checkbox"/>	06	-F-			Jim Hogg	<input type="checkbox"/>	11	Newton	<input type="checkbox"/>	05	Travis	<input type="checkbox"/>	07
Brazos	<input type="checkbox"/>	07	Falls	<input type="checkbox"/>	07	Jim Wells	<input type="checkbox"/>	11	Nolan	<input type="checkbox"/>	02	Trinity	<input type="checkbox"/>	05
Brewster	<input type="checkbox"/>	10	Fanning	<input type="checkbox"/>	03	Johnson	<input type="checkbox"/>	03	Nueces	<input type="checkbox"/>	11	Tyler	<input type="checkbox"/>	05
Briscoe	<input type="checkbox"/>	01	Fayette	<input type="checkbox"/>	07	Jones	<input type="checkbox"/>	02	-O-			-U-		
Brooks	<input type="checkbox"/>	11	Fisher	<input type="checkbox"/>	02	-K-			Ochiltree	<input type="checkbox"/>	01	Upshur	<input type="checkbox"/>	04
Brown	<input type="checkbox"/>	02	Floyd	<input type="checkbox"/>	01	Karnes	<input type="checkbox"/>	08	Oldham	<input type="checkbox"/>	01	Upton	<input type="checkbox"/>	09
Burleson	<input type="checkbox"/>	07	Foard	<input type="checkbox"/>	02	Kaufman	<input type="checkbox"/>	03	Orange	<input type="checkbox"/>	05	Uvalde	<input type="checkbox"/>	08
Burnet	<input type="checkbox"/>	07	Fort Bend	<input type="checkbox"/>	06	Kendall	<input type="checkbox"/>	08	-P-			-V-		
-C-			Franklin	<input type="checkbox"/>	04	Kenedy	<input type="checkbox"/>	11	Palo Pinto	<input type="checkbox"/>	03	Val Verde	<input type="checkbox"/>	08
Caldwell	<input type="checkbox"/>	07	Freestone	<input type="checkbox"/>	07	Kent	<input type="checkbox"/>	02	Panola	<input type="checkbox"/>	04	Van Zandt	<input type="checkbox"/>	04
Calhoun	<input type="checkbox"/>	08	Frio	<input type="checkbox"/>	08	Kerr	<input type="checkbox"/>	08	Parker	<input type="checkbox"/>	03	Victoria	<input type="checkbox"/>	08
Callahan	<input type="checkbox"/>	02	-G-			Kimble	<input type="checkbox"/>	09	Parmer	<input type="checkbox"/>	01	-W-		
Cameron	<input type="checkbox"/>	11	Gaines	<input type="checkbox"/>	09	King	<input type="checkbox"/>	01	Pecos	<input type="checkbox"/>	09	Walker	<input type="checkbox"/>	06
Camp	<input type="checkbox"/>	04	Galveston	<input type="checkbox"/>	06	Kinney	<input type="checkbox"/>	08	Polk	<input type="checkbox"/>	05	Waller	<input type="checkbox"/>	06
Carson	<input type="checkbox"/>	01	Garza	<input type="checkbox"/>	01	Kleberg	<input type="checkbox"/>	11	Potter	<input type="checkbox"/>	01	Ward	<input type="checkbox"/>	09
Cass	<input type="checkbox"/>	04	Gillespie	<input type="checkbox"/>	08	Knox	<input type="checkbox"/>	02	Presidio	<input type="checkbox"/>	10	Washington	<input type="checkbox"/>	07
Castro	<input type="checkbox"/>	01	Glasscock	<input type="checkbox"/>	09	-L-			-R-			Webb	<input type="checkbox"/>	11
Chambers	<input type="checkbox"/>	06	Goliad	<input type="checkbox"/>	08	Lamar	<input type="checkbox"/>	04	Rains	<input type="checkbox"/>	04	Wharton	<input type="checkbox"/>	06
Cherokee	<input type="checkbox"/>	04	Gonzales	<input type="checkbox"/>	08	Lamb	<input type="checkbox"/>	01	Randall	<input type="checkbox"/>	01	Wheeler	<input type="checkbox"/>	01
Childress	<input type="checkbox"/>	01	Gray	<input type="checkbox"/>	01	Lampasas	<input type="checkbox"/>	07	Reagan	<input type="checkbox"/>	09	Wichita	<input type="checkbox"/>	02
Clay	<input type="checkbox"/>	02	Grayson	<input type="checkbox"/>	03	La Salle	<input type="checkbox"/>	08	Real	<input type="checkbox"/>	08	Wilbarger	<input type="checkbox"/>	02
Cochran	<input type="checkbox"/>	01	Gregg	<input type="checkbox"/>	04	Lavaca	<input type="checkbox"/>	08	Red River	<input type="checkbox"/>	04	Willacy	<input type="checkbox"/>	11
Coke	<input type="checkbox"/>	09	Grimes	<input type="checkbox"/>	07	Lee	<input type="checkbox"/>	07	Reeves	<input type="checkbox"/>	09	Williamson	<input type="checkbox"/>	07
Coleman	<input type="checkbox"/>	02	Guadalupe	<input type="checkbox"/>	08	Leon	<input type="checkbox"/>	07	Refugio	<input type="checkbox"/>	11	Wilson	<input type="checkbox"/>	08
Collin	<input type="checkbox"/>	03	-H-			Liberty	<input type="checkbox"/>	06	Roberts	<input type="checkbox"/>	01	Winkler	<input type="checkbox"/>	09
Collingsworth	<input type="checkbox"/>	01	Hale	<input type="checkbox"/>	01	Limestone	<input type="checkbox"/>	07	Robertson	<input type="checkbox"/>	07	Wise	<input type="checkbox"/>	03
Colorado	<input type="checkbox"/>	06	Hall	<input type="checkbox"/>	01	Lipscomb	<input type="checkbox"/>	01	Rockwall	<input type="checkbox"/>	03	Wood	<input type="checkbox"/>	04
Comal	<input type="checkbox"/>	08	Hamilton	<input type="checkbox"/>	07	Live Oak	<input type="checkbox"/>	11	Runnels	<input type="checkbox"/>	02	-Y-		
Comanche	<input type="checkbox"/>	02	Hansford	<input type="checkbox"/>	01	Llano	<input type="checkbox"/>	07	Rusk	<input type="checkbox"/>	04	Yoakum	<input type="checkbox"/>	01
Concho	<input type="checkbox"/>	09	Hardeman	<input type="checkbox"/>	02	Loving	<input type="checkbox"/>	09	-S-			Young	<input type="checkbox"/>	02
Cooke	<input type="checkbox"/>	03	Hardin	<input type="checkbox"/>	05	Lubbock	<input type="checkbox"/>	01	Sabine	<input type="checkbox"/>	05	-Z-		
Coryell	<input type="checkbox"/>	07	Harris	<input checked="" type="checkbox"/>	06	Lynn	<input type="checkbox"/>	01	San Augustine	<input type="checkbox"/>	05	Zapata	<input type="checkbox"/>	11
Cottle	<input type="checkbox"/>	02	Harrison	<input type="checkbox"/>	04	-M-			San Jacinto	<input type="checkbox"/>	05	Zavala	<input type="checkbox"/>	08
Crane	<input type="checkbox"/>	09	Hartley	<input type="checkbox"/>	01	Madison	<input type="checkbox"/>	07	San Patricio	<input type="checkbox"/>	11			
Crockett	<input type="checkbox"/>	09	Haskell	<input type="checkbox"/>	02	Marion	<input type="checkbox"/>	04	San Saba	<input type="checkbox"/>	07			

FORM C: CONTACT PERSON INFORMATION**Legal Business Name of Respondent:**

Baylor College of Medicine – Teen Health Clinic

1. This form provides information about the appropriate contacts in the respondent's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

Contacts***Billing Contact***

Last Name: Fontenet
 First Name: Necale
 Salutation: Mrs.
 Title: Asst. Mgr Clinical Operations
 Email: Necale.Fontenet@bcm.edu
 Phone: 713 – 440-7313

Executive Director

Last Name: Smith
 First Name: Peggy
 Salutation: Dr.
 Title: Professor & Director
 Email: peggys@bcm.edu
 Phone: 713 – 873-3601

Financial Director

Last Name: Rice
 First Name: Tom
 Salutation: Mr.
 Title: Sr. Director Grants Contracts
 Email: trice@bcm.edu
 Phone: 713 – 798-5871

Medical Director

Last Name: Chacko
 First Name: Mariam
 Salutation: Dr.
 Title: Professor
 Email: mchacko@bcm.edu
 Phone: 832 – 822-3666

Primary Program Contact

Last Name: Smith
 First Name: Peggy
 Salutation: Dr.
 Title: Professor & Director
 Email: peggys@bcm.edu
 Phone: 713 – 873-3601

Quality Assurance Contact

Last Name: Jackson
 First Name: Angelina
 Salutation: Mrs.
 Title: Administrative Associate LI
 Email: jacksona@bcm.edu
 Phone: 713 – 440-7313

FORM E: HEALTHY TEXAS WOMEN PROGRAM CONTACT PERSON INFORMATION**Legal Business Name of Respondent:** Baylor College of Medicine- Teen Health Clinic

4. This form provides information about the appropriate contacts in the respondent's organization.
5. Mark N/A if a contact does not apply to your agency.
6. ALL phone numbers should be a direct line to the designated individual.
7. If any of the following information changes during the term of the contract, please send written notification to the program.

Contacts

<i>Billing Contact</i>		<i>Executive Director</i>	
Last Name:	Fontenet	Last Name:	Smith
First Name:	Necale	First Name:	Peggy
Salutation:	Mrs.	Salutation:	Dr.
Title:	Asst. Mgr Clinical Operations	Title:	Professor & Director
Email:	<u>Necale.Fontenet@bcm.edu</u>	Email:	<u>peggys@bcm.edu</u>
Phone:	713 – 440-7313	Phone:	713 – 873-3601
<i>Financial Director</i>		<i>Medical Director</i>	
Last Name:	Rice	Last Name:	Chacko
First Name:	Tom	First Name:	Mariam
Salutation:	Mr.	Salutation:	Dr.
Title:	Sr. Director Grants Contracts	Title:	Professor
Email:	<u>trice@bcm.edu</u>	Email:	<u>mchacko@bcm.edu</u>
Phone:	713 – 798-5871	Phone:	832 – 822-3666
<i>Primary Program Contact</i>		<i>Quality Assurance Contact</i>	
Last Name:	Smith	Last Name:	Jackson
First Name:	Peggy	First Name:	Angelina
Salutation:	Dr.	Salutation:	Mrs.
Title:	Professor & Director	Title:	Administrative Associate LI
Email:	<u>peggys@bcm.edu</u>	Email:	<u>jacksona@bcm.edu</u>
Phone:	713 – 873-3601	Phone:	713 – 440-7313

FORM F: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

Baylor College of Medicine - Teen Health Clinic

7/1/16 - 8/31/17

Budget Categories	Total HTW Budget (1)	HTW Categorical (2)	HTW Fee-For-Service (3)
A. Personnel	\$3,575,660	\$2,637,039	\$938,621
B. Fringe Benefits	\$1,072,698	\$791,112	\$281,586
C. Travel	\$3,080	\$1,540	\$1,540
D. Equipment	\$0	\$0	\$0
E. Supplies	\$450,000	\$225,000	\$225,000
F. Contractual	\$37,240	\$18,620	\$18,620
G. Other	\$61,700	\$30,850	\$30,850
H. Total Direct Costs	\$5,200,378	\$3,704,161	\$1,496,217
I. Indirect Costs	\$1,040,075	\$740,832	\$299,243
J. Total (Sum of H and I)	\$6,240,453	\$4,444,993	\$1,795,460

NOTE: The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$3,575,660	\$3,575,660	Fringe Benefits	\$1,072,698	\$1,072,698
	Travel	\$3,080	\$3,080	Equipment	\$0	\$0
	Supplies	\$450,000	\$450,000	Contractual	\$37,240	\$37,240
	Other	\$61,700	\$61,700	Indirect Costs	\$1,040,075	\$1,040,075

TOTAL FOR:	Distribution Totals	\$6,240,453	Budget Total	\$6,240,453
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List any budget assumptions below:

This RFA provides the opportunity to offer enriched medical services for categories that traditionally do not have an associated CTP code. For example, because of the vulnerability of our patients, health education and social work counseling are not always adequately compensated in a fee-for-service model. We have therefore built these cost in our categorical column (2) so that we can reduce the morbidity and mortality in this young cohort.

FORM F-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

Baylor College of Medicine - Teen Health Clinic

7/1/16 - 8/31/17

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location City/State	Number of:	Travel Costs	
			Days/Employees		
Department's Project Directors' Conference	Required travel for projects funded by DSHS	Austin	2	Mileage	\$0
				Airfare	\$480
				Meals	\$110
				Lodging	\$300
				Other Costs	\$0
				Total	\$890
Clinical Conference for Family Planning	Project attendance is required	Austin	2	Mileage	\$0
				Airfare	\$480
				Meals	\$110
				Lodging	\$300
				Other Costs	\$500
				Total	\$1,390
Attend Women's Health Care Provider Meeting	This helps clinic leadership stay current with emerging health care protocols	Austin	1	Mileage	\$0
				Airfare	\$240
				Meals	\$110
				Lodging	\$150
				Other Costs	\$300
				Total	\$800
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					\$0

Total for Conference / Workshop Travel

\$3,080

Other / Local Travel Costs					
Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Total for Other / Local Travel

\$0

Other / Local Travel Costs: \$0

Conference / Workshop Travel Costs: \$3,080

Total Travel Costs:

\$3,080

Indicate Policy Used:

Respondent's Travel Policy ☒ X

State of Texas Travel Policy

Revised: 7/6/2009

FORM F-4: SUPPLIES Budget Category Detail Form

Legal Name of Respondent:

Baylor College of Medicine - Teen Health Clinic **7/1/16 - 8/31/17**

Itemize and describe each supply item and provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

[illegible]

Total Amount Requested for Supplies:

\$450,000

FORM F-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent:

Baylor College of Medicine - Teen Health Clinic

7/1/16 - 8/31/17

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
DSHS/TIPP	Amplified CT/GC	\$17.00/combo	\$17.00	8,000	\$0.00	\$0
Women's Health Lab	RPR	In-kind	\$6.00	1,963	\$6.00	\$11,778
Women's Health Lab	Pap Smear	\$14.50/specimen	\$14.50	1,450	\$14.50	\$21,025
DSHS/TIPP	Amplified CT/GC	\$17.00/combo	\$17.00	261	\$17.00	\$4,437
						\$0
						\$0
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$0

Total Amount Requested for CONTRACTUAL:

\$37,240

Legal Name of Respondent:

Baylor College of Medicine - Teen Health Clinic	7/1/16 - 8/31/17
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Description of Item <small>[If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]</small>	Purpose & Justification	Total Cost
Rent	Clinic space at various sites rented from Harris Health System	\$1,200
Postage and shipping	Correspondence and lab specimens	\$5,200
Registration fee	Professional development	\$900
Printing	Forms, information sheets, patient literature	\$10,500
Computer services	Ahlers monthly billing; MIS services	\$33,000
Telephone	Telephone service, ISDN phone lines	\$10,900
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Other:

\$61,700

FORM F - 7 Indirect Costs

Legal Name of Respondent:

Baylor College of Medicine - Teen Health Clinic 7/1/16 -

Total amount of indirect costs allocable to the project:

Amount: \$1,040,075

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)

RATE: As per the opportunity offered by this request for proposal,
BASE: 20% TDMC.

20%

Applies only to governmental entities. The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.

RATE:
TYPE:
BASE:

GO TO PAGE 2 (below)

Page 2, FORM F - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

FORM G: RESPONDENT BACKGROUND

Legal Business Name of Respondent:

Baylor College of Medicine – Teen Health Clinic

1. Respondent must provide a narrative description of its organization, staff, systems and oversight structure.
2. Reference the instructions on Form G – Respondent Background Guidelines.
3. Respondent's response must not exceed 18 pages.

-
1. **Attach a one-page executive summary** describing the respondent's vision, mission and values statements, along with a description of how the board of directors, if any, is involved in the operations of the respondent.

Organization's Purpose: To reduce morbidity and mortality associated with no access to health care as well as the costs associated with unintended pregnancy by the provision of primary and reproductive health care to at-risk youth and young adults.

Organization's Vision: The Baylor College of Medicine Teen Health Clinics (BTHC) will continue to promote primary and reproductive care services for sexually active, pregnant and parenting teens and young adults through a variety of projects to reduce sexually transmitted infections (STIs), unintended pregnancy and infant mortality and promote health care to male and female youth.

Organization's Mission: The mission statement of the BTHCs is:

To provide health care equal to or better in quality than the private sector.

To establish collaborating relationships with the community and with those organizations or individuals with common goals.

To have all programs evaluated with academic excellence.

Organization's Values Statement: The BTHC value integrity, continuous learning, patient respect, quality, cultural diversity, and team work in providing comprehensive medical and educational services to inner city youth in Houston, TX. We encourage family involvement in the decisions of minors to seek family planning services and promote positive family relationships. We provide outreach education to youth and young adults and deliver pregnancy prevention messages to young males through school based presentations and involvement in the Male Empowerment Coalition and Northeast Adolescent Project (NEAP). We also increase family violence/sexual abuse awareness through staff training, medical student and faculty training, and client/student training. We improve staff understanding of positive youth development and sexuality issues through staff development, and in-service trainings.

BTHC Goals and Objectives 2015-2016:

- Provide education and counseling skills training to professionals in the area of primary and reproductive care.
- Change institutional infrastructure to enhance and support young adults to receive preventive primary care, early prenatal care, medical care, and stay in school or to re-enter school so they can earn a high school diploma.
- Prevent subsequent pregnancies and sexually transmitted infections among at-risk youth through community based initiatives, activities, and community sponsored events.
- Increase male involvement activities through active participation with Project Bootstrap.
- Provide the most effective contraceptive methods to at-risk youth.

How Board of Directors is Involved: The Board for the BTHC is active in setting the health and fiscal policy of the clinics. This group is convened at a minimum of 4 times per year and reviews the revenue and expenses of the clinic, financial statements of the organization in coordination with the Business office of Baylor College of Medicine (BCM) which provides technical assistance in the timely completion of financial reports and internal and external audits. This relationship provides internal controls for fiscal

integrity and accountability and follows Generally Accepted Accounting Principles. Membership reflects various sectors of the community and is reflective of the cultural, professional and ethnic mix of clients. Board members also review program initiatives and community collaboration and provide directions and suggestions on ways to best reach the targeted population. The board chair, in collaboration with staff, actively sets the agenda, keeps written minutes and actively solicits input from other board members. Several members of the board participate in the Information and Education (I&E) committee which reviews the appropriateness of any educational or promotional material (written, oral or electronic) for the target population. In addition, the board has been active in providing feedback into the electronic communication efforts of the BTHC web page and the initiative to address STIs in teens. The Board of the Medical School is also kept apprised of the progress that the clinics are making by their executive officers.

2. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the respondent's organization.

Organizational Structure: The BTHC system is under the aegis of BCM and operates 10 comprehensive health clinics in the city of Houston. Founded in 1974 (in collaboration with various institutions and entities), the BTHC offers community oriented primary and reproductive care to males and females (25 years of age and under) who reside primarily in Harris County, Texas. Clinics are located in 10 sites: two Harris Health System facilities, the largest indigent health care system in the State (Lyndon Baines Johnson and Ben Taub Hospitals); 3 Harris County Precinct One outreach offices, 4 Houston Independent School District High Schools (Chavez, Worthing, Sterling, Lee High School) and 1 Charter school (Tejano Center). The clinics conduct approximately 45 clinics a week and annually have 30,000 visits.

Services in the BTHCs include: diagnosis and treatment for primary care, family planning, HIV screening/pre-post test counseling, STIs screening, treatment and test of cure; prenatal care, evaluation for contraception, individual counseling, crisis intervention, complete medical exam, comprehensive lab profile, sports physicals, screening for substance and alcohol abuse, parenting education, self-esteem coaching, Early Periodic Screening Diagnosis and Treatment, case management, colposcopy, referral for dental care, nutrition counseling, diabetes and hypertension screening. While the age range of the clinics do not require mammography, Dr. Aba Coleman in our department will manage any patient needing screening, radiology, or maternity care.

The clinics have over 90 full-time equivalent staff members and 45 community volunteers including 30 Junior League of Houston docents. The faculty from several departments and outside contract physicians are under the direction of Drs. Aba Coleman (OB/GYN) and Dr. Mariam Chacko and Dr. Joe Chorley (Pediatrics). All physicians are licensed by State of Texas and have current Medicaid billing numbers. The clinics are directed by Dr. Peggy B. Smith, Professor and Director of the BTHCs. She worked in the field of adolescent health care for over 44 years. Dr. Smith has published 3 textbooks in the field and over 160 peer reviewed articles and is active locally, state-wide, and nationally in providing comprehensive health and social services to inner city youth.

- **Management systems.** Clinics access all College managements systems. This includes accounting, SAP, internal and external audit, in-house legal counsel, Management Information Systems (MIS), Human Resources, and financial management. These departments provide direct services, training and technical assistance. The College also provides a free EAP, health improvement programs and matches employee benefits. The clinics are also participating in CMS Meaningful Use, and EHR via Practice Suite.

Protocols are developed by nurse practitioners, Medical Director and Project Coordinator. Standards are designed and revised using samples from local providers, reference texts, and Centers for Disease Control and Prevention (CDC) to address the needs of youth. All personnel, fiscal and employment policies are developed by BCM. The clinics are directed by Dr. Peggy Smith in conjunction with medical, financial, community and social services leadership (see organizational chart). A quarterly medical chart audit

committee comprised of the Medical Director, the nurse practitioners, the Project Coordinator and rotating staff, randomly samples charts for review. Policies, services, medical interventions, documentation, lab turn-around time, abnormal lab follow up, referrals, HIV education and testing/counseling services, and child abuse reporting are audited. Each site tracks results related to STIs, paps, labs, and positive pregnancy tests. Tracking promotes treatment, referral, and lab follow up with patients.

- **Billing systems Texas Medicaid and Healthcare Partnership (TMHP):** Ahlers Integrated Solutions processes billings by funding source, data collection, appointment scheduling and lab tracking. All tasks are HIPAA compliant with the security of VeriSign seal at the bottom of transmittal client login pages. Ahlers allows staff to bill and collect the data required. Staff, trained to the standards of DSHS, enters information from the client's record in a confidential setting. The system has immediate error-detection to clean data and accuracy. Each week the billing information is electronically submitted to Ahlers. Ahlers uses TMHP and provides rejection reports for corrections which maximize reimbursement. The system also ties the billing component to the appointment and lab result system. Charges are based on reimbursement rates set by the DSHS fee schedule. Clients are responsible for paying fees and are given bills directly. Clerks complete a Medicaid form for eligible clients. This information is filed in the client's record. Medicaid eligibility is verified through the TMHP website. Medicaid eligibility is verified at each visit. Females ≥ 18 years are screened for the Texas Healthy Women (HTW) using the HTW screening form and income worksheet. Eligible clients are helped to complete WHP application and given a benefit explanation. Ahlers processes WHP billing forms and bills for the clinics. Clients who qualify for Primary Care will be billed accordingly. Fees are waived for clients who have no ability to pay.

3. Provide the resumes/curriculum vitae for the CEO, CFO, Medical Director licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), and Clinical/Program Director. The licenses are as follows:
Dr. Mariam Chacko, Medical Director, medical license number is G6915
Dr. Joseph Chorley medical license number is J7760
Dr. Aba Coleman medical license number is P0819
See Appendix for resumes for principal personnel.
1. Describe respondent's experience, knowledge, and expertise in providing Women's Health Services and Family Planning Services. Specifically outline relevant administrative and clinical practices. (maximum of 4 pages).

Women's health services that respondent currently provides to the low-income and uninsured population; Agency Experience: BTHC is the only primary and family planning medical home of our clinic patients; aged 13- 25 integrated into the clinical setting since 1974. The BCM's expertise, resources and affiliations with the OB/GYN and Pediatric Departments facilitate the administration of this comprehensive care that is responsive to current legislation.

The Teen Health Clinic's best practices and state of the art women's health services have built a culture of excellence in the provision of comprehensive family planning and women's health care. Using only board certified professionals in the area of Pediatrics, Ob/Gyn and sub specialties of Adolescent Medicine, the Baylor College of Medicine Teen Health Clinics with its 10 locations for service in inner city neighborhoods to Houston's youth are recognized national leaders for family planning for this age group. The primary health care model is comprehensive women's health focuses on young women and their partners and incorporates elements of prevention, intervention and education through meaningful collaboration with other social behavior and medical services. The clinics provide on-site gynecological and maternity counseling and medical care using best practices taught by the medical school. In addition, onsite class D pharmacy (and on our school campuses an expanded class D level pharmacy) provides state of the art medical and contraceptive items at little or no charge to the clients. The clinic screens and treats for STIs

using the best technology available including expedited partner treatment. The clinic has participated in 2 LARC training provided by the UCSF Bixby Center and all physicians and midlevel providers have been trained in insertion methodology for the Nexplanon and Mirena. The preventive and screening services listed in section 5 are complemented by staff expressly trained in family planning related to adolescent health. The scope of our experience in providing women's health services is reflected in the Table of Contents of the Policy and Procedure section. See appendix.

Prevention Infrastructure: By virtue of a strong collaboration with the Texas Medical Center and The Women's Pavilion, the clinics have protocols and the resources to promote and provide primary health care to youth. Two of our physicians (Drs. Chacko and Chorley) are board certified pediatricians with subspecialties in sports medicine and adolescent health. Dr. Coleman is a board certified OB/GYN and is on our department's faculty. They have medical privileges at The Women's Pavilion, Texas Children's Hospital and Harris Health System. To assist with the billing of primary care services, the clinics have provider numbers to provide exams and also have extended formularies to minor infections, asthma, sports injuries, etc. Dr. Smith actively works to expand medical coverage to patients.

Our clinics are affiliated with BCM, an internationally respected medical and research institution known for excellence in education, research, and community patient care. *U.S. News & World Report* ranked BCM 9th overall among the nation's top medical schools for primary care in 2016. The BTHC, founded in 1971, is one of BCM's outreach programs and is in partnership with the Harris Health System, the Houston Independent School District (ISD), and numerous other city, county, and state agencies. Special advisory groups representing various community groups regularly provide input into the policies and practices of the clinic and inform patients of clinic services.

The established relationships with the political leadership of the state enhance the clinics' abilities to achieve the service levels reported in this proposal. BTHC has had a 35-year collaboration with County Commissioners, Precinct One, El Franco Lee and Gene Locke, who has donated community space for three community clinics in the areas he serves. He chairs the Northeast Adolescent Program Coalition, which consists of 35 local and state agencies working together to make access to healthcare easier for teens in underserved areas. The County Commissioner, Precinct Two, Mr. Moreman, has also supported Dr. Smith's work with uninsured adolescents in her District. The Harris Health Board and CEO Mr. George Masi provide logistical and financial support for clinics on their properties. There are 10 clinics located in geographical areas of high need which are easily accessible for targeted populations.

The Clinic has 22 people serving on its community advisory board and has created The Foundation for Teen Health. This 501(c) (3) provides a vehicle for community education, outreach and support for the clinical programs.

Clinic leadership over the last 44 years has actively cultivated relationships with individuals and institutions that care about youth. As reflected in the clinic mission statement, various public and private groups are actively engaged in dialogue and initiatives on behalf of children and youth. Dr. Smith serves on a variety of boards such as the Texas Campaign to Prevent Teen Pregnancy, assists in the development of policy for this group. Such relationships are crucial in developing innovative approaches through a synergistic approach. In addition, Dr. Smith has long time relationships with the leadership of various youth serving groups with whom she communicates regularly on an informal basis. Dr. Smith also participates in a variety of professional groups such as the American Leadership Forum at which dialogue with other policy makers routinely occurs.

In addition to services a variety of innovative programs reinforce responsible behavior and the reduction of risk. Some of the programs tailored to adolescent and their service needs are listed below and allow our clinics to function as a medical home for quality care.

1. Northeast Adolescent Program Coalition: a school outreach program which provides social workers to counsel, teach and refer students in HISD to one of our clinics for family planning care.
2. School-based Clinic Programs- 5 school based clinics in the inner city that provide reproductive care on a high school campus
3. Teenage Pregnancy and Parenting Program
4. Fatherhood Project provides medical care and job training to young males
5. HIV Screening and Education Program, rapid testing 4th generation screening with linkage to care.
6. Nurse family partnership provides family planning and home visitation follow up to young mothers who participate in o
7. Centering Pregnancy – couples based prenatal care
8. The Bootstrap project a social work program for at risk males that provides a special male clinical care, case management and counseling
9. Electronic messaging project, associated with our website, teenhealthclinic.org weekly sexual risk reduction texts are sent to participating adolescent patients.

In sum, the Baylor Teen Health Clinics, one of the nation's largest providers of indigent healthcare for youth, have integrated key public health concepts which address not only medical best practices but also the impact of social determinants on health disparities and outcomes. This work is a proxy for what medical school leadership, commitment, collaboration, and compassion can do to help youth in Houston be healthy and make wise choices in preventing conditions such as pregnancy, human immunodeficiency virus (HIV) infection, and sexually transmitted diseases (STDs)

2. Describe respondent's experience in administering comprehensive health care (e.g., prevention, screening, diagnostic, treatment services, and appropriate referral). Describe your referral systems and referral resources for services not provided by respondent. (maximum of 4 pages).

Preventive and Screening Services: As part of BCM the clinics can provide total physical examinations, lead testing if indicated, Hematocrit and Hemoglobin (H&H), screen for high risk conditions which include but not limited to diabetes, hypertension, obesity, hearing, vision, scoliosis, periodicity, vaccinations and related medical care, school and employment status, sport physicals, and sport injuries. Social service assessment and health education are also in place and address domestic violence and partner violence, mental health, diet and exercising, smoking and drug abuse, and risk reduction. More complicated problems identified will be managed by our program doctors or referred to Texas Children's Hospital or Harris Health System.

Diagnostic: The following areas are included:

- Health Maintenance
- General
- Behavioral problems
- Mental Health
- Metabolic and Endocrine Problems
- Infectious Disease
- Skin Problems in Children and Adults
- Cardiovascular Problems
- Gastrointestinal Problems
- Genitourinary Problems
- Gynecology
- Sexually Transmitted Diseases
- HIV and AIDS
- Musculoskeletal problems

- Problems of the Eyes
- Problems of the Ears, Nose, Sinuses, Throat, Mouth and Neck
- Upper Airways, Lower Respiratory System
- Neurologic Problems
- Hematologic Problems
- Minor Emergencies
- Treatment

Treatment: Our physicians and mid-level providers treat all primary care problems appropriate for the scope of practice for patients 13-25 years. To assist with such care, a Class D Pharmacy with expanded formulary facilitates on-site treatment at all 10 clinics. Dr. Joe Chorley is a board certified sports medicine physician and provides orthopedic low risk care. Cardiovascular and diabetic assessments are also completed. The clinics are also approved 340b sites so that best contraceptives are provided to our clients.

Referral: As our scope of practice is age appropriate for our target population only, complicated conditions requiring advanced technology are referred out as mentioned elsewhere. Dr. Aba Coleman also provides coverage for primary and reproductive care. In addition, based on medical or case management assessment, referrals may be made to specialized health departments at BCM such as GI, surgery, internal medicine, ENT, Breast Clinic, Dental Assessment, and Genetic Counseling. Patients are referred to Mental Health and Mental Retardation for complicated psychological issues, and resources within the United Way of Texas for adoption.

Our referral plans are also seen in Section I Work Plans where outreach, inreach and education for the minority population will be accomplished in our target neighborhoods.

3. Subcontracting Background- Describe the following if respondent plans to have subcontract any of the proposed services:

The Baylor College of Medicine BTHCs have the infrastructure and long term experience in providing and executing subcontracts with a variety of public and private non-profit entities. Described below are specific aspects of this clinical expertise.

A. Experience in developing subcontracts and subcontract negotiations; Over the last 44 years the development of letters of agreement have standard procedures in the development of services for the BTHC. Several examples of MOUs are found in the appendix. Currently, the following agencies have letters of agreement with the BTHC including but not limited to:

The Junior League of Houston Inc.

- Agreement: Provide physical plant and meeting facilities for programs sponsored by the BTHC, Baylor College of Medicine and their programs.

Good Hope Missionary Baptist Church

- Agreement: Good Hope Missionary Baptist Church will provide athletic facilities to Host for a Basketball – Employment Event for participating youth.

Texas Women's University

- Agreement: Texas Woman's University will provide clinical experience with at risk youth for TWU nursing students and graduate nurse practitioner students.

Texas Tech University

- Agreement: Provide clinical staff supervision by currently licensed professionals in the fields of medicine and nursing for Texas Tech University students. The BTHC will allow the use of its facilities for the clinical experiences with at risk use for Texas Tech students.

Houston Food Bank

- Agreement: Recruit, train and schedule volunteers to instruct Nutrition Education Program classes for at risk youth. Provide access to groceries and nutrition supplements for patients who are participants at the BTHC that meet the income guidelines.

St. Hope Foundation Inc.

- Agreement: St. Hope Foundation will ensure newly diagnosed HIV-positive clinic patients and/or those persons living with HIV/AIDS defined as “out-of-care” are linked with and provided appropriate care. “Out-of-care” shall be defined as those HIV-positive individuals who have not had a primary medical care encounter within the previous six months.

Texas Children’s Quest Lab

- Agreement: To facilitate payment by Quest Laboratories for the laboratory services it provides to patients of the clinic.

Harris County Community Supervision and Corrections Department

- Agreement: Establish a joint promotional program aimed at building capacity for services for at risk minority females and males.

City of Houston Health Department

- Agreement: Provide sexually transmitted disease medications to patients who visit the clinic free of charge.

University of Houston Victoria

- Agreement: Provide clinical and educational experiences with at risk youth for nursing students who attend the University of Houston Victoria.

Prairie View A&M University

- Agreement: Provide students enrolled in Prairie View A&M with the opportunity and benefit of clinical learning experiences at the BTHC.

Family Services of Greater Houston for the Implementation of Teenage Pregnancy Prevention

- Agreement: To jointly promote programs for mental health counseling for youth and to coordinate resources for health care.

Teenage Pregnancy Prevention – Houston Independent School District

- Agreement: To jointly promote programs aimed at building capacity for pregnancy prevention programs; coordinate resources and programs for a more streamlined and efficient health care system for youth; promote information-sharing, training, and coordination of activities; identify barriers to coordination; and maintain specifically identified liaison personnel for their mutual benefit. This agreement supports the clinical work at Lee, Worthing, Sterling, and Chavez High.

AIDS Foundation Houston

- Agreement: To coordinate services and programs for HIV positive youth and to share information and training for this group.

Houston Area Women’s Center

- Agreement: To increase the capacity of the clinics by referring teens to the Houston Area Women’s Center who have been affect by intimate partner violence.

University of Houston Intern Training

- Agreement: Provide clinical and educational experience for graduate counseling students enrolled in the Counseling Psychology Program at the University to work with at risk youth.

Texas Children's Health Plan

- Agreement: Increase the capability of the BTHC to provide specialized medical services to youth who attend the BTHC. The outcome of this project is to improve the health of youth in the community.

As a part of the process the specifics of each agency are outlined along with the appropriate benchmarking of deliverables. Each entity has the opportunity to review the information and amend if necessary. Once consensus is developed the written agreements are signed and dated by the associated entities.

B. Experience providing program monitoring of subcontractors, including monitoring of professional and clinical services; With the exception of lab work, the majority of our medical services are provided by staff and faculty of BCM and colleagues in the OB//GYN and Pediatric Departments (Drs. Coleman, Chorley, and Chacko). In addition, through a collaboration arrangement through the Department of OB/GYN and the Texas Children's Hospital Women's Pavilion, the medical outcomes of our perinatal patients who receive care at the affiliated institutions are reported on a regular basis to the BTHCs. Patients who have received services are referred back to our clinics as their medical home and can be monitored for their outcomes.

C. Experience providing technical assistance to subcontractors, including budget development and management; As a provider of primary and reproductive health care, technical assistance to subcontractors usually focuses on the protocols, policies and procedures associated with state of the art and standard of quality medical care. Technical assistance associated with this content area often takes the form of presentations at staff meetings or inclusion in some of our scheduled staff trainings.

D. Staff position(s) that will be responsible for monitoring subcontractors and what qualifications will be required; Dr. Peggy Smith and Mr. Tom Sinclair will be responsible for monitoring subcontracts. Both are seasoned health professionals who have had over 60 years of combined experience in the evaluation and tracking of benchmarks.

E. Staff position(s) that are anticipated for monitoring professional and clinical subcontractors and the required qualifications for each position; Mr. Tom Sinclair, our Administrator, will be responsible for monitoring our professional and clinical subcontractors. The Administrator job description is attached with the resumes.

F. Policies and procedures respondent has for monitoring subcontractors that provide direct client services; All direct client medical services, with the exception of HIV treatment and complicated diabetes and hypertension, which are referred to Harris Health System, are provided by BTHC via its affiliation with faculty both in the Departments of OB/GYN and Pediatrics. Relationships are currently in place to provide quality and primary reproductive health care by these entities so that subcontracting is necessary on a limited basis. However, services will be monitored internally and will include but not be limited to Quality Assurance (described in Section H #7), the appropriate charges for service with eligibility documented in the chart, mechanisms for waiving any fees related to direct client services, monitoring donations, and written policy and procedures related to discounts based on income. In addition, there is a mechanism in place to waive fees for individuals who are unable to pay based on copay schedules.

G. Staff position(s) that are anticipated for providing training and technical assistance to subcontractors on data collection and submission, and data quality improvement; Dr. Ruth Buzi and

Ms. Angelina Jackson will monitor and provide technical assistance to subcontractors as necessary. Currently, the only area which may be appropriate is the provision of second step care and meds to our patients who are diagnosed as HIV positive. Currently professional agreements are in place for this cohort of patients at the Bee Busy Agency and Saint Hope facility.

FORM H: FUNDING REQUEST AND CLIENTS SERVED

Legal Business Name of Respondent:

Baylor College of Medicine – Teen Health Clinic

Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	\$6,240,453
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Clients Served:

The number of clients a respondent intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the respondent's effectiveness in providing the proposed support services under the contract resulting from this RFP.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the respondent proposes to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients respondent intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

Table 1: Clinical Services

Proposed Number of Clinical Clients to be Served:	12,150
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FORM I: WORK PLAN

Legal Business Name of Respondent:

Baylor College of Medicine – Teen Health Clinic

1. Reference the instructions on Form I - Work Plan Guidelines.
2. Respondent must not exceed 4 pages per program component, for a total of 20 pages.

Component 1/ Work Plan A: Program Administration and Management:

- a. **Identify the services respondent proposes to provide;** Clinics offer free/low cost age-appropriate comprehensive primary health care, family planning services, screening and treatment for STI and HIV, health risk reduction education, prenatal care, sports physicals, wellness exams, nutritional, counseling and case management. **Service Locations:** Ten clinic neighborhoods (Form F) have high infant mortality and teen pregnancy including Acres Home, Kashmere Gardens, East End, Third Ward, Fifth Ward and Gulfton. **County Served:** Harris (All services are voluntary and confidential). **Past Experiences providing family planning:** The THC's grew from 1 day a week maternity clinic at Jeff Davis Hospital in 1969 to 10 primary and reproductive care clinics providing medical, counseling and education via 30,000 visits to indigent youth ages 13 to 25. The clinics also target at-risk young males for social and medical care to reduce behavioral and health risks. As 97% of patients are at 150% of poverty or below, because of age, immigration status or need for reproductive care, few qualify for private insurance and use emergency rooms for primary, and chronic health services.
 - b. **Identify the Priority Population to be served; Special populations are described below.**
 - **Teens and inner city youth:** Male and female minority youth 13- 25 years in the inner city or who attend inner city schools are our special populations.
 - **At-risk males and young fathers:** While services for this cohort may not be reimbursed directly from HTW, they are crucial to the primary and reproductive well-being of females and will be included in our approach. For 8 years, clinics targeted men and young fathers with specialized services. The clinic organizes Community Walks / Health Fairs/Basketball Tournaments with other organizations. These events educate young males on health and community resources. As a result, the percent of male clients has increased from 14% in 2005 to 22% in 2012. The clinics also have MOUs with the Harris County Youth Probation Department (see N-1) to link reproductive services to recent youth parolees as a job incentive. A Houston Male Business Advisory Board was established to provide job opportunities. Our Strong Start Stable Family Program provides prenatal care to the couple not just to the girl.

Patient from other counties: Patients are not required to be residents of Harris County.

Other State Funding Sources: The clinic also receives WHP, ExPC and Family Planning funding.
 - c. **Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities; Work force:** Ninety staff work at the THC's and are Baylor College of Medicine (BCM) employees.
- Policies:** Medical protocols are developed by the NPs, Medical Director and Project Coordinator, which emphasize high quality, low cost care. Standards are written using samples from local providers, reference texts, and CDC guidelines to address the needs of inner city teens. Personnel, fiscal and employment policies are developed by BCM.
- Clinic quarterly family planning chart audit committees include Medical Director, NPs, Project Coordinator and a rotating staff member which randomly samples site charts to review patient visits. Policies, services, appropriateness of medical intervention, documentation, lab turn-around time, abnormal lab follow up, HIV education and testing/counseling services are also audited and cases are

discussed. Each site maintains client tracking and documentation for STI, problem pap, abnormal lab, and positive pregnancy tests. This facilitates client communication, to promote treatment, referral, and appropriate follow up of unusual lab findings.

- **Support systems (training, research, TA, financial and administrative systems)** Clinics use all support systems of the BCM. This includes email, accounting programs, SAP, internal and external audit capacity, in-house legal counsel, MIS Department, HR Department, Institutional Review Board and financial management systems. These departments provide direct services, training and TA. The Center for Health Training provides yearly updates specific topics. This years training, “HIV Integration/client-Centered Care”, is scheduled for 7/27/09.

Other infrastructure to deliver services: BCM offers EAP, health improvement programs and matched employee benefits. Medical waste is disposed by HCHD.

- **Policy making activities.** The Clinics have extensive experience in public health research and health

care policy and have implemented and evaluated a variety of perinatal services. Dr. Smith has worked 44 years in adolescent health, published 3 textbooks and 160 peer reviewed articles, and is active locally, statewide, and nationally to improve health of inner city teens. Dr. Ruth Buzi has worked in the clinic for the last 23 years. She has coordinated several programs, policy evaluation and research.

- **Resources available to perform project:** The Clinics have all the logistical support necessary to provide high quality comprehensive services to teens.

- **Who will deliver services?** All staff is Baylor College of Medicine employees.

- **When will the Infrastructure be ready to deliver the services:** Infrastructure is already in place.

- **Agency plan to deliver pharmacy services:** Our 10 clinics all have Class D Pharmacy Licenses from the Board of Pharmacy and 2 pharmacists, who insure that we follow policies and procedures, review, and develop clinic formularies. They procure, rotate, store and maintain drugs and devices, record and review the Policy and Procedure Manual annually. The pharmacists conduct inspections to comply with the Texas Pharmacy Act. Our Lee, Chavez and Cavalcade Clinics have expanded drug formularies to meet the needs of well child and sports medicine clients. Individual license numbers are in Form M.

- d. **Include a copy of the Institutional Review Board’s approval if the respondent is currently conducting research on individuals who receive services through any HHSC-funded programs;** see Appendix for HIV review by IRB.
- e. **Provide an organizational Chart;** see Appendix
- f. **Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians;** see Appendix
- g. **Describe how respondent will design, implement, and monitor the HTW Program budget** in order to ensure the provision of support services to clients throughout the contract term. The **design** of the budget reflects the time and effort of staff required to provide the scope of services requested in the RFA. It has taken into consideration the type of personnel necessary, the medical and non-medical supplies required for patient care, the electronic support for HIPAA compliant record systems and the contractual services for services not available from the College. Travel has also been budgeted for trips required by HHSC for its contractors. **Implementation** will follow the standard procedures established by Baylor College of Medicine in conjunction with experienced staff in the clinic. In addition, the clinic has hired an administrator, Mr. Tom Sinclair whose primary

responsibility is to help **monitor** monthly the budget components so that the charges are competitive and are appropriate to the assigned cost center. Specific details on the infrastructure of the College that facilitate the implementation of the budget is found in Section G.

Component 2/ Work Plan B: Quality Assurance/Quality Improvement:

- a. **Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services.** Identify staff that participate in the QA/QI process, and who is responsible for ensuring QA/QI policies and procedures are updated. Respondent must include job titles and qualifications of the identified individuals; Dr. Mariam Chacko, Board Certified Adolescent Gynecologist, Professor of Pediatrics is licensed by State of Texas and actively provides medical services two days a week, does medical chart review and quality assurance and SDO. She supervises on-site residents and fellows to expand high quality care to patients. Dr. Chacko consults on-site with the staff on medical care and more complicated primary and secondary cases.
- b. **Role of the QM Committee:** The THC's Quality Management Committee implements and maintains up-to-date, written guidelines for care delivery, to employ qualified and proficient medical and service personnel who are committed to this high level of quality, to ensure that the physical plant, equipment and supplies are safe, appropriate and sufficient to meet service needs, and routinely to monitor and review all aspects of programs to identify gaps or deviation from the THC's high standards.
- c. At a minimum, provide the following information:
 - 1) **Medical Director's involvement in the QA/QI activities;** The Medical Director, delegates certain responsibilities to others and plays an active role on the Quality/Risk Management Committee. Members include the Executive Director, the Medical Director, lead NP, and other appointed staff.
 - 2) **Activities used to identify trends of needed improvement and the frequency of those activities;** Quarterly family planning chart audit committees are comprised of the Medical Director, the NPs, the Project Coordinator and a rotating staff member. The group randomly samples 5-10 charts (less than 1%) from site to review preceding quarter patient visits. Overall services provided appropriateness of medical intervention, adequate documentation, lab turn-around time, abnormal lab follow up, HIV education and testing/counseling services are assessed. The audit committee recommends changes based on these audits. The Medical Director and the NP weekly review the Lee High clinic charts for appropriate intervention, documentation; and lab follow up.
 - 3) **Activities to ensure correction and follow-up to findings identified;** Staff at each site maintain client tracking for STI, problem pap, abnormal lab, and positive pregnancy tests. This tracking enables staff to communicate with clients and each other in an effective manner that promotes treatment, referral, and appropriate follow up of clients with unusual/abnormal lab findings. Documentation also occurs in the patient chart. Staff from various ethnicities reflecting our clients provide initial client education, takes blood pressure; weight, height and lab samples, assist medical staff in exam room and help with appointments and patient tracking.
 - 4) **Use and frequency of client satisfaction surveys;** A client satisfaction survey is conducted annually in English and Spanish and is shared with staff and areas for change are identified. Staff at BTC entered survey data (taken from the intake form, satisfaction survey, and follow-up form) into an SPSS database.

- 5) **System used to identify, report, and monitor adverse outcomes;** The following tools listed below are utilized, as appropriate to identify and monitor adverse outcomes.

- annual QA survey & patient care audits quarterly audit of facility & equipment
- annual customer satisfaction surveys occurrence and incident reports
- ongoing medical records reviews evaluation & feedback of referral source
- evaluation of lab procedures (in house/contract) outcome indicators & adverse outcomes
- evaluation of personnel, annual reviews, counseling, education, clinical services

Process for identifying performance and outcome measures: Month quality assurance reports benchmark process and outcome measures. Policies and/or procedures are updated, staff development plans communicated to staff, based on the measured outcomes. As the core committee functions using process evaluation, an item may be discussed in several meetings. Yearly various annual reports generated by client visit data evaluate previous year statistics to determine performance and benchmark outcomes. These reports provide data on:

- Total STIs HIV statistics
- Number of positive pregnancies PAP results/numbers
- Referrals to other services Reasons for visits

- 6) **Process for monitoring Protocols and Standing Delegation Orders, including staff .** The Standing Delegation Orders (SDOs)/Protocols are developed by the Medical Director with input from the Clinic Coordinator and the NPs using reviews of the latest literature to provide appropriate treatment of youth in Clinics. The SDOs/Protocols are updated as needed, reviewed annually and signed by the medical director and nursing staff. The SDOs/Protocols are based on the services offered by the clinic system and the title/scope of practice of the NP i.e. Adult/Family/Women's Health. The NPs in the family planning setting use SDOs of practice area and consult a specific text approved by the medical director. The NPs in the primary care setting use SDOs specific to scope of practice and consult textbook and PDR approved by the Medical Director. **Delivery plan is Table of Contents from Policies & Procedures (see Appendix).**

Component 3/ Work Plan C: Professional Development:

- a) **Describe how respondent will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and**

As per BTHC, medical school and state requirements, clinic staff from all clinical sites in collaboration with our Medical Director, Dr. Mariam Chacko, participate in training opportunities through the BTHC in- service training program. The content of the continuing education provided by trained professionals focuses on the specific needs of our fragile and culturally diverse youth population.

Identify staff, including job titles, that will attend HHSC required trainings..

Dr. Peggy Smith, Director Necale Fontenet, Asst. Mgr. Operations Angie Roberson, Billing
Dr. Ruth Buzi, SW Director Angelina Jackson, Clinic Director Jennifer Gonzalez, Biller

Our presentations for 2016-17 are listed below. Our presentations for the next calendar year will follow the format below with the speakers.

Date	Topic/Activity	Presenters
July 2016	Annual Pharmacy In-service, Patient Satisfaction Survey 2015	Grady Douglas, R.Ph., Pharmacist Angelina Jackson, LVN
August 2016	Standing Orders for HTW Family Planning and Primary Care , Medical Policy & Procedure Annual Review, NP/PA Annual Update	Mariam Chacko, MD, Medical Director
September 2016	TX Council on Family Violence – Intimate Partner Violence, Patient Satisfaction Survey Review, HIPAA Review	Hilary Anderson, Council on Family Violence Ruth Buzi, LCSW, Ph.D. Angelina Jackson, LVN

October 2016	No meeting	
November 2016	HT Women billing Reviews, Plan B	Necale Fontenet
December 2016	Human Trafficking, review Riders, coercion, domestic & intimate partner violence	Ruth Buzi, LCSW, PhD
January 2017	LARC practice guide	Mariam Chacko, MD
February 2017	HTW training update	
March 2017	BCM HIPAA Compliance- Patient Privacy	Mayson Planck, JD, Risk Management officer Mariam Chacko, MD
March 2017 Pending	Based on Bixby or local trainer availability	UCSF, OB/GYN - BCM
April 2017	Professionalism in the Workplace; Mental Health and Adolescents: Identify Concerning Behaviors in Teenagers	Dr. Marion Coleman, Director Mental Health Coalition
May 2017	Consent and General Consent, Skin Infections, Expanded Primary Health Care Screening, IUD Strings that are not visible	Mariam Chacko, MD Angrelina Jackson, m LVN
June 2017	Standing Order, Ortho Evra & Medical P&P Update, Domestic Violence	Mariam Chacko, MD Ruth Buzi, LCSW, PhD
July 2017	Nutrition In-service	Stephanie Berno, RD, LD
August 2017	Pharmacy In-Service, Hypertensive OCPs, ECPs & Plan B	Grady Douglas, R.Ph. Mariam Chacko, MD

Component 4/ Work Plan D: Recruitment:**Describe how clinic will ensure Outreach, In-reach, and education to the Priority Population;**

Outreach, in reach and education is important to our clinic. Extensive outreach is described below. Our **in reach** activities involve daily onsite education for current and new patients. We proactively tell our patients that they are our “ambassadors” and we encourage them to inform their friends and partners of our quality service. We know that 37% of our female patients and males are referred by current clients.

Role of NEAP: In addition to our community educational activities which also help to recruit our clients as described in section M, our outreach activities are coordinated by our Northeast Adolescent Program (NEAP) and its advisory coalition. This group is a collaborative governmental, school & community based effort to delay adolescent sexual behavior and reduce the incidence of teenage pregnancy and infant mortality in Harris County. The collaborative partners include Harris County Precinct One, Harris Health, Harris County Public Health & Environmental Services, Teen Health Clinic, Aldine Independent School District, Houston Independent School District and Communities in Schools (CIS). The focus is on education, prevention and intervention through in reach and outreach. Program goals are achieved by educating adolescents via curriculums intended to change knowledge and norms about unprotected sexual activity, abstinence, and contraception. The program through the work of 7 social workers also assists youth access quality primary and reproductive care as well as helping pregnant and parenting teens receive case management services.

Outreach Component One: Work with youth in Reducing the Risks (RTR) or Big Decisions workshops. The RTR curriculum included 16 well-defined lessons which clearly emphasized the following: evaluating the risks and consequences of becoming an adolescent parent or becoming infected with HIV or another STI; recognizing that abstaining from sexual activity or using contraception is the only way to avoid pregnancy and STI/HIV infection; increased knowledge of factual information about conception and protection; and demonstration of effective communication skills for remaining abstinent and for avoiding unprotected sexual intercourse. Big Decisions, a similar risk

reduction curriculum, was developed in San Antonio and is especially appropriate for Hispanic youth. Our outreach workers will continue to access to teens to participate in CIS after school programs and those enrolled in both the Aldine and Houston Independent school districts. The program also works with the Juvenile Detention Center, Covenant House, and the Housing Authority to enroll students in RTR sessions. We anticipate that we will access over 2,000 youth.

Outreach Component Two: Increase male involvement in pregnancy prevention and family planning efforts.

While male services per se are beyond the scope of this application we believe that their participation in preventive educational efforts is a key component in preventing reproductive risks and unintended pregnancy. As **an added value** to this application, male sessions will be implemented at a variety of locations including the Juvenile Detention Center, community areas and schools within Harris County. The goal of conducting male sessions is to help young men understand and accept their role in preventing teen pregnancy and sexually transmitted infections. The literature suggests and our work in this project confirms that young inner city males feel pressure to engage in sexual activity. We anticipate that approximately 800 adolescent males will receive education based on the RTR and Unequal Partners curriculums. The major focus of the RTR curriculum is to change risk behaviors by practicing communication/behaviors that eliminate or reduce the risk of pregnancy or STI/HIV infection. Male staff members as available will conduct these sessions and adapt the dialogue of the role plays to make them more culturally appropriate for young inner-city males.

Outreach Component Three: Increase the capacity of the community to outreach to youth needing medical care.

Harris County has numerous agencies and programs dedicated to dealing with teen pregnancy and related issues. The NEAP Advisory Coalition as described above provides a forum for teen advocates to come together to communicate with one another and refer and locate appropriate services for vulnerable youth. Members must be committed to contributing to the development and success of NEAP projects through their ongoing support, attendance, and active participation in meetings and other NEAP functions. Talents of our members include expertise in the areas of: teen pregnancy prevention, direct services to teens, health care, family planning, education, collaboration, and program implementation. Coalition members participate in quarterly meetings that offered a forum for discussion of changes and updates to Medicaid services for pregnant teens; subsidized daycare and legal enforcement of child support and visitation orders; population based outreach initiatives; and the prevention of infant mortality and birth defects in babies born to adolescents.

Outreach Component Four: Outreach and in reach through national marketing campaigns
As part of a pregnancy prevention awareness campaign during Teen Pregnancy Prevention Month each year, coalition members distribute recruit and outreach material to their constituents, customers, audiences, contacts, and teens throughout Harris County. Harris County Precinct One Commissioner's Office displays posters about teen pregnancy prevention in high traffic locations and provides funding for promotional materials.

Additionally, recruitment and outreach material are posted on social media outlets such as our Facebook and website page (teenhealthclinic.org). Posts consist of monthly short, educational facts targeted at the population age range as well as links to articles and other organizations in the region and nationally. Posts focus on advertising events and education material about reproductive health, and overall health and well-being. The clinic uses Google Analytics to view internet traffic patterns among Facebook and website users. Website viewers are able to leave comments about the website—what

features they like and dislike, and how the clinic can make the website better. From Google Analytics and viewer feedback, the information is then used to tailor future posts and keyword searches based on the highest clicked, liked and viewed materials. See chart in appendix for Google Analytics and text example. From constant analysis and feedback loops, the clinic's marketing campaigns aim to increase its success in getting more traffic and thus educating more Facebook and website viewers.

Component 5/ Work Plan E: Long-Acting Reversible Contraception (LARC) Usage:

a) Describe which LARC methods will be provided at respondent's clinic(s) and which LARC methods will be provided by referral only;

As both the implants Nexplanon and Mirena are the most effective methods for pregnancy prevention in vulnerable populations, they are offered at each of our 10 clinics. Because of the financial benefits of being a 340b designee, each of these methods are stocked in the clinics' pharmacies so that patients, if they meet the guidelines of the medical protocol, can have same day insertion. In addition, patients whose eligibility is still being processed will not be made to wait and will receive a long acting reversible contraceptive method even if at a later date their eligibility is not confirmed and the clinic is not reimbursed.

b) Describe efforts respondent will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population.

Following the Bixby training model, the clinic will use several methods to educate patients about LARC usage:

- All patients will be asked about their contraceptive priorities
- If patients do not have a strong preference, the 3 method tier is discussed
- Staff will help client evaluate how a method fits her priority
- Discuss that side effects are normal and how to deal with dissatisfaction
- Staff addresses challenges and questions

The clinic has also been trained in the UCSF – LARC 'tools'. Included in the tools are the following topics:

*** Talking points for IUDs and implants for patients which cover:**

- o Effectiveness
- o Low hormone dose
- o Safe and do not affect future fertility
- o Easy usage
- o Reversible
- o Long lasting

*** Responding to client concerns – possible responses**

- o Anxiety about invasiveness
- o Ability to monitor devices
- o Effect on fertility
- o Length of effectiveness
- o Low suit advertising

- IUD screening form
- Client IUD history

- Insertion and removal checklist
- IUD as an EC checklist (English and Spanish)
- LARC coding guide
- Tiers of effectiveness (English and Spanish)
- Medical Eligibility Chart

Material for patient distribution that are culturally appropriate have been obtained during the two trainings provided by the Bixby training center and have also been purchased from other medical educational sources.

c) Describe professional development opportunities that respondent will employ for staff related to LARC utilization and education.

Formal Training Practicums: Because of our multiple training sessions UCSF over the last two years all of our physicians and midlevel providers have been trained in the new LARC insertion techniques. However to manage future staff attrition the clinic would like to continue to participate in this type of format as it combines didactic and ‘hands-on’ insertion training sessions for clinic staff.

Review of Ethical Guidelines for Providers: As the clinic serves a population of patients who may be compromised by their age or language of origin, staff would benefit from additional training on this topic. Some areas that would be important to cover are:

- * Provider dependent discontinuation
- * Long term contraception and sexually transmitted diseases
- * Directive counselling to use long-acting contraception
- * Financial barriers to access

Cultural Issues with LARC Methods and Overcoming Barriers: As a provider of many patients who have a cultural perception from a different country reviewing this perspective as it relates to LARCS is a useful consideration. The clinic will reach out to educational experiences that can address a variety of topics in this domain. Content would include but is not limited to the following:

- Cultural values of minority groups related to gender roles
- Effective communication skills for individuals from diverse cultures
- Religious beliefs and LARCs
- Misconceptions and LARCs
- Issues related to acquiescence and deference to authority figures
- The cultural implications of monthly bleeding
- Perceived morbidity associated with LARC methods of contraception

Quality improvement assessment evaluation: As the clinic has documented patient trends in LARC acceptance, one of the clinic collaborator Dr. Pooja Patel is trying to ascertain the factors that are influencing method rejection/removal by patients who would benefit the most from this method. The project which was included in our educational initiative to on an anonymous basis identify what educational approaches would address this issue.

Availability of Reading and Research on the Topic: The clinic has an academic relationship with the Jesse Jones Library in the Texas Medical Center to access electronically publications on LARCs. Because of this relationship Baylor College faculty and staff can obtain published research on the topic at no cost. The library will acquire the publication and make it available via the internet to the requestor.

Future Bixby Trainings: If new staff have not been trained on this method in their clinical education the clinic will consider inviting the training team return for a third time to provide the information. The clinic is also considering identifying local experts in the field to help with the scheduled in-services if the UCSF faculty are unable to travel to Texas to present the information.

Routine review of the protocol for IUD and implant management: The clinic has developed a detailed state of the art protocol which is included in the appendix. During medical staff meetings the protocol will be presented for review and case histories using these methods will also be discussed.

FORM I: WORK PLAN

Program Component A Program Administration and Management				
Goals: Ensure clinics provide high quality, low cost care to patients				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
Objective 1: Implement improvements in medical protocols	Objective 1: Will use samples from local providers, reference texts and CDC guidelines	Objective 1: The number of protocols in-line with existing local, state and national guidelines	Objective 1: Nurse Practitioners, Medical Director and Project Coordinator	Objective 1: Continuous improvements
	Will use clinic anecdotes to tailor policies to patient population	Number of patients satisfied with new protocol		
	Follow BCM personnel, fiscal and employment policies	Compliance with BCM policies		
Objective 2: Perform quality assurance audits	Objective 2: Randomly sample site charts to review patient visits	Objective 2: Level of compliance with client tracking and documentation protocols	Objective 2: Chart audit committees—Medical Director, Nurse Practitioners, Project Coordinator and rotating staff members	Objective 2: Quarterly chart reviews (July and October 2016, January, April, and July 2017)
	Each site will maintain client tracking and documentation for family planning services provided	Five quality assurance audits performed		
Objective 3: Continue to have logistical support for clinical services and staff development	Objective 3: Will use BCM support systems	Objective 3: Number of BCM services staff use to for career development	Objective 3: Staff members are responsible for development Core members will encourage staff's career development	Objective 3: Continuous support and development
	Attend lectures on specific topics from The Center for Health Training			
Objective 4: Provide comprehensive drugs and devices formulary	Objective 4: Follow Board of Pharmacy's policies and procedures, review and develop clinic formularies	Objective 4: Grading from pharmacy inspections	Objective 4: Clinic pharmacists	Objective 4: Quarterly visits by the Board of Pharmacy-Random/unannounced visits
	Conduct inspections to comply with the Texas Pharmacy Act			

FORM I: WORK PLAN

Program Component B
Quality Assurance/Quality Improvement

Goals: Conduct periodic quality assurance activities to ensure patients receive high quality clinical services

Objectives	Activities	Measurement	Staff Responsible	Completion Date
Objective 1: Conduct internal Quality Assurance/Quality Improvement (QA/QI) management activities	Objective 1: Conduct medical records reviews audits (review 5-10 randomly chosen charts at each clinic site)	Objective 1: Number of medical records reviewed	Objective 1: Quality/Risk Management Committee—Executive Director, Medical Director Lead NP and other appointed staff The THC's Quality Management Committee will implement and maintain up-to-date, written guidelines	Objective 1: Ongoing medical records reviews
	Conduct audit of facility and equipment	Number of mistakes found from conducting medical records reviews, facility and equipment audits, and evaluation of lab procedures		Quarterly audit of facility and equipment
	QA survey and patient care audits	The creation of a strategic plan based on lessons learned		Annual QA survey & patient care audits
	Evaluation of lab procedures			Quarterly evaluation of lab procedures
	Improve quality of services from lessons learned through audits			Annual review of clinic protocols (September 2016)
Objective 2: Improve communication between staff and clients to promote treatment, referral and follow-up	Objective 2: Maintain client tracking for STI, problem pap, abnormal lab and positive pregnancy	Objective 2: Percentage of patients with full/complete tracking of STI, problem pap, abnormal lab and positive pregnancy	Objective 2: All clinic staff will record patient encounter and results in clinics' EMR system	Objective 2: On going client tracking Ongoing medical records review
Objective 3: Improve patient satisfaction	Objective 3: Conduct annual client satisfaction survey	Objective 3: Quantitative and qualitative assessment from patient surveys—high satisfaction rating from patients in every clinic area and personnel	Objective 3: Clerks will be responsible for disseminating and collecting satisfaction surveys Research and Project Coordinators will analyze data From results, Core members will adjust protocol	Objective 3: Disseminate n surveys March 2017
	Disseminate findings to staff and create strategic plans to improve low-performing areas	Number of staff members that know the results from the survey		Collect/analyze data April 2017 Disseminate results to staff May 2017 Adjust protocols May – July 2017
Objective 4: Improve Standing Delegation Orders (SDOs)/Protocols	Objective 4: Review and update latest literature to provide appropriate treatment of youth in clinics	Objective 4: Whether clinic SDOs are in line with local, state and national guidelines and recommendations	Objective 4: Medical Director, Clinic Coordinator and Nurse Practitioners	Objective 4: Ongoing review and updates

FORM I: WORK PLAN**Program Component C
Professional Development****Goals:** Ensure health care professionals provide HTW program services competently and with sensitivity to diverse client cultures

Objectives	Activities	Measurement	Staff Responsible	Completion Date
Objective 1: Improve staff performance	Objective 1: Evaluate personnel	Objective 1: Increasing pre-post scores on content	Objective 1: Supervisors will evaluate their direct reports	Objective 1: Annually January 2017
Objective 2: Increase staff participation in BCM professional training, seminar and development events and activities	Objective 2: Promote participation in BCMs professional training and development activities	Objective 2: Number of staff participants in BCM and medical center professional development events	Objective 2: Staff and supervisors will promote and attend professional development events	Objective 2: Ongoing professional development
Objective 3: Provide clinic-specific trainings	Objectives 4: Have staff meetings for various clinic areas	Objective 3: Ten in-service staff meetings within the grant period Staff and sign-in attendance at each meeting	Objective 3: Core members will be responsible for organizing content, speakers and meeting materials Staff is responsible for attending the meetings or make-up meetings	Objective 3: Staff meetings will occur monthly (See training calendar)

FORM I: WORK PLAN**Program Component D
Recruitment****Goals:** Ensure outreach, in-reach and education to the priority population

Objectives	Activities	Measurement	Staff Responsible	Completion Date
Objective 1: Conduct community outreach educational activities	Objective 1: Work with youth from Reducing the Risks (RTR) or Big Decisions workshops Outreach workers will continue to access to teens to participate in CIS after school programs	Objective 1: Number of sessions conducted Number of students participating in each session Number of students reached through CIS	Objective 1: Outreach workers through NEAP Partners: Juvenile Detention Center, Covenant House, and the Housing Authority	Objective 1: Ongoing sessions; fall and spring semesters
Objective 2: Increase male involvement in pregnancy prevention and family planning efforts	Objective 2: Conduct male education sessions about preventing teen pregnancy and sexually transmitted infections	Objective 2: Percentage of our 800 adolescent male goal achieved	Objective 2: Male social worker will conduct group sessions Partners: Juvenile Detention Center, community areas and school	Objective 2: Outreach ongoing throughout the year Sessions occur on a weekly basis
Objective 3: Increase the capacity of the community to outreach to youth needing medical care	Objective 3: Coordinate forums for teen advocates to come together to collaborate with one another	Objective 3: Number of teen advocate meeting conducted Number of participants	Objective 3: NEAP Advisory Coalition: Harris County Precinct One, Harris Health, Harris County Public Health & Environmental Services, Baylor Teen Health Clinic, Aldine Independent School District, Houston Independent School District and Community in Schools	Objective 3: Monthly Coalition meetings Quarterly teen advocates meeting
Objective 4: Outreach and in reach through clinic marketing campaigns	Objective 4: Distribute recruit and outreach material to their constituents, customers, audiences, contacts, current patients (in-reach) and teens Post educational and recruiting materials on social media outlets like Facebook and the clinic's website page	Objective 4: Number of teens recruited Number of constituents, customers, audiences and contacts reached Number of outreach material distributed Number and patterns of Facebook and website traffic	Objective 4: NEAP Advisory Coalition Project Coordinator and IT specialist/consultant	Objective 4: Ongoing recruitment and distribution of outreach material Monthly Report on social media traffic

FORM I: WORK PLAN**Program Component E
LARC Usage****Goals:** Educate patients/staff about LARCs in order to increase uptake

Objectives	Activities	Measurement	Staff Responsible	Completion Date
Objective 1: LARCs (Mirena and Nexplanon) stock availability for pharmacies	Objective 1: Purchase LARCs with 340b pricing so methods are always in pharmacies.	Objective 1: Number of LARCs in pharmacy at all times	Objective 1: Nurse Managers will order LARC methods. Administrative Support Coordinator will place order. Pharmacists will ensure number of LARCs are properly recorded.	Objective 1: Monthly basis and whenever stock is low
Objective 2: Correctly screen women for LARC	Objective 2: Use questionnaire to screen for LARC <ul style="list-style-type: none"> - Client IUD history, Insertion/removal list - IUD as an EC list - LARC coding guide/eligibility 	Objective 2: Number of female patients screened for LARC	Objective 2: Clinics' Nurse Managers, Nurse Practitioners and Medical Technicians will use questionnaire forms to screen for LARC eligibility	Objective 2: At each initial patient visit, yearly and as clinician sees necessary
Objective 3: Educate staff/patients about LARCs	Objective 3: UCSF, if available for travel, will train clinic staff on LARC educational tools and insertion technique. Follow the Bixby training model and use UCSF-LARC tools to educate patients about LARC methods. Conduct 2 medical staff meetings for protocol training and review.	Objective 3: Number of staff that will attend LARC trainings Number of staff using Bixby and UCSF-LARC training models and tools Number of LARC training	Objective 3: BTHC core members will organize multiple training sessions with UCSF for LARC insertion techniques. BTHC core members will train staff about ethical guidelines for providers as well as cultural issues with LARC methods and overcoming barriers.	Objective 3: Training sessions with UCSF will occur yearly Winter 2016 Two staff training. January and July 2017 (See training calendar)
Objective 4: Increase uptake of LARC methods	Objective 4: Screen for eligibility and use educational tools to encourage LARC uptake by educating and addressing barriers and misconceptions in an adolescent-friendly manner. Conduct an assessment on barriers to uptake and facilitators to removal among our patient population	Objective 4: Number of patients that received LARC education Number of patients participating in the clinic's LARC assessment	Objective 4: Medical and Social Worker staff will encourage LARC uptake among eligible patients. Dr. Pooja will conduct barriers and facilitators research	Objective 4: Medical and social workers will encourage uptake at each patient visit. Dr. Pooja will finish gathering quality improvement data by August 2017

FORM J: ASSESSMENT NARRATIVE**Legal Business Name****of Respondent:** Baylor College of Medicine – Teen Health Clinic

Complete the Table under Part A, and address each of the assessment activities under Part B (see ASSESSMENT NARRATIVE GUIDELINES). Please keep responses to a maximum of three (3) pages including this page and two more.

Part A

Source of Assessment Data	Date of Each Source
2014 National Population Projections: Summary US Census Bureau	2014
Disparities in Healthcare Quality Among Racial and Ethnic Groups, http://www.ahrq.gov/research/findings/nhqrdr/nhqrdr11/minority.html	2012
Onset of Prenatal Care in the First Trimester. DSHS	2013
Super Neighborhood Resource Assessment: Gulfton. City of Houston	2014

Part B

a. **General demographic data (urban or rural, physical environment);** Houston/Harris County is one of the most populous urban U.S. Counties, 4.5 million in 2015. A community well-being marker of People 2020 suggests that Harris County has health indicators below the 2020 standard; specifically, the number of youth needing primary and reproductive health services in Harris County, when compared to Dallas and Bexar Counties, is significant. Our zip codes below with unacceptable health disparities in teen births, number of low birth weight babies, and no/late prenatal care are targeted. They include 77004, 77020, 77021, 77026, 77033, 77051, 77060, 77087, and 77093. Our target area map is found in our appendix.

b. **Geographic demographic data (age, gender, ethnicity, etc.);** The BTHC clinics are located in 10 urban sites: two Harris Health facilities, the largest indigent health care system in the State of Texas (Lyndon Baines Johnson and Ben Taub Hospitals); 3 Harris County Precinct One outreach offices, 4 HISD High Schools (Lee, Chavez, Sterling, and Worthing), and 1 charter school (Tejano). The neighborhoods are described below.

The Greater Third Ward. The population is approximately 16,218. Of this, 10,791 (66.5%) is 20 years or older; 1,806 (11.1%) is over 65 years. The Third Ward has high levels of poverty: out of 5,349 households, 43.8% live on an income of less than \$15,000 per year and 19.3% live on \$15,000-\$24,999 per year. Of the total population, 12,412 (76.9%) are Black, while 2,420 (14.9%) are of Hispanic origin.

The Fifth Ward is one mile northeast of downtown. The population is about 24,421. Of this, 16,048 (65.7%) are 20 years or older; 3,003 (12.3%) are 65 years or older. Fifth Ward has high levels of poverty: out of 8,200 households, 3,348 (40.8%) have a household income of less than \$15,000 per year and 1,512 (18.4%) of households live on \$15,000-\$24,999 per year. Blacks comprise 13,011 (53.7%) of the total population, while Hispanics comprise 11,057 (45.3%) of the total population. Infant mortality for Fifth Ward is 12.1 deaths/ 1,000 live births, almost twice Houston's and almost 3 times the Healthy People 2020 goal of 4.5.

The East End is southeast of downtown. The East End neighborhoods are Second Ward, Eastwood-Lawndale, Magnolia Park, Lawndale-Wayside, Pecan Park, and Harrisburg.

Gulfton Neighborhood is 3.2 square miles of densely populated neighborhood just outside the West Loop (610) and along Highway 59. The population is approximately 60,500; 5 times denser than Houston's average, and is the densest city neighborhood. The population is due to large numbers of undocumented immigrants. The GAN also has high poverty rates; median annual income was \$18,733 in 2009. In the elementary and middle schools, 95% of the children are "economically disadvantaged;" 68.4% of the population is Hispanic, making the majority Spanish speakers. Foreign-born (58.7%) are from more than 70 countries.

Acres Home is located northwest of downtown. The population of the Acres Home is 28,657. Of this total, 18,058 (68%) are 20 years or older; 12.8% are 65 years or older. Acres Home has high levels of poverty; of the 8,920 total households, 2,759 (30.9%) have an annual household income of less than \$15,000. Furthermore, 1,210 (14%) of households live on \$15,000-\$24,999 per year. Blacks constitute 22,575 (85.2%) and Hispanics constitute 3,212 (12.1%) of the population. A detailed chart of income, educational status and birth data for the targeted area is found in the appendix.

c. **General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.);** Houston is in Region VI, where 22% of women in need reside. The median 2012 household income dropped to \$42,877. While 15% of Houston is below the poverty line, most of our neighborhoods have 50 to 100% greater poverty than the city's average. The socio-economic data of our clients show areas of high unmet need as 97% of our patients are at or below 185% of poverty.

Income as a percent of poverty	Percent of BTHC Patients (2015)
100% and below	91%
101% - 150%	6%
151% - 200%	2%
201 – 250%	1%
Over 250%	0%

d. **General description of community-wide health status (e.g., key morbidity/mortality statistics).** The updated data above show our clinics play a major role in addressing the morbidity and mortality in our catchment areas. When compared to State rates, most local measures exceed State benchmarks. While some progress has been made in some measure to the concerted BTHC coalition activities, major health issues still exist, see below. Census data suggest that 29.9% of Houston residents have no health insurance.

Regional 1115 Medicaid Health Care Transformation Waiver primary care projects in service area; The number of 1115 waivers in the Harris County area have been reduced, and only 7 remain that serves clients in our 13-25 age range. See appendix for the 1115 Waiver adolescent providers. Several other providers exist but their targeted population is different from the Teen Clinic and includes:

1. A description of the Priority Population including:

- Geographic service area (Form B); Our service area map is in our appendix.
- Characteristics of Priority Population (including demographic and socioeconomic data specific to each population); detailed data on our neighborhoods in Houston are seen in Part B, 1.b above. In addition, specific health issues for our patient population are seen below in comparison to state statistics.

Health Indicators for the BTHC patients 2012	Houston	Texas
<i>Child Obesity [%]</i>	21.6%	15.60%
<i>Infant Mortality (# of victims [Rate per 1,000 population])</i>	5.9%	6.1%
<i>Low Birth Weight(# of children [% rate])</i>	8.8%	9.2%
<i>Teen birth rates per 1,000</i>	5.9%	5.8%
<i>Early Prenatal Care</i>	54%	61.5%
<i>Syphilis [Rate per 1,000 population] 2008</i>	7.5%	4.6%

c. Priority Population's health status

Educational Status	GAN	East End	Fifth Ward	Third Ward	Acres Home	Houston
No diploma	48%	51%	55%	41%	34%	27%
High school diploma	16%	34%	27%	30%	34%	19%
Some college	14%	3%	11%	14%	18%	26%
College degree	11%	8%	5%	11%	11%	18%
Graduate +	10%	4%	1%	4%	4%	10%
Birth Data						
Low to Very LBW Weight	63%	N/A	9.4%	15%	13.3%	7.5%
Births to Teenage Moms	11%	10%	23.9%	21%	20%	5.8%
Births to Moms with no HS diploma	63%	63%	58.5%			36.5%
TANF (Public Assistance)	N/A	5%	33.3	N/A	N/A	8.1%
Medicaid	N/A	46.5%	73.9	N/A	N/A	31.4%

d. Current population served

Baylor Teen Health Clinic Medical 2015 Cumulative Patient Statistics

VISIT TOTALS BY AGE AND ETHNIC ORIGIN

RACE	<15	15 - 17	18 - 19	20 - 24	25 - 29	30 - 34	TOTAL
White	16	53	173	401	1	0	644
Black	185	2014	2801	6900	29	1	11930

Asian	1	22	24	112			159
American Indian	2	11	37	28			78
Unknown/Unreported		0	1	0			1
Pacific Islander			8	5			13
More Than 1 Race	2	26	42	78			148
Hispanic	105	1339	1821	4106	12	1	7384

VISITS BY AGE AND ENDING METHOD

METHOD	<15	15 - 17	18 - 19	20 - 24	25 - 29	30 - 34	TOTAL
Oral	23	415	748	1971	2		3159
Depo Provera	183	1625	1778	3444	8		7038
Abstinence	25	77	41	69			212
Implanon	7	177	352	847	2		1385
Male Condom	57	920	1459	3772	24	2	6234
IUD		24	72	343			439
Sterlization				27	3		30
Hormone Patch	4	58	108	240			410
Vaginal Ring		27	93	272	2		394

VISIT TOTALS BY AGE AND REASON FOR NO METHOD

Reason No Method	<15	15 - 17	18 - 19	20 - 24	25 - 29	30 - 34	TOTAL
Refused	2	22	41	109	1		175
Pregnant	9	113	172	402			696
Seeking Pregnancy		4	36	127			167

2. Identification of the gaps in resources and potential barriers to improving health status in the community served and how respondent's proposed support services will address these issues.

- a. **Lack of insurance:** less than 20% of our patients have insurance. Some patients may qualify for SCHIP, but this funding stream does cover reproductive services or the population target of this RFA.
- b. **Citizenship:** Some patients have clouded immigration status, which disqualified them from THW.
- c. **Lack of transportation:** Very few of our patients own or have access to cars so transportation can be a barrier. The Clinics have 10 separate sites and are all located in areas of need. We provide bus tokens as needed.
- d. **Childcare:** Most patients have small children which need supervision during the medical exam. Our clinics provide user-friendly facilities for clients and their children. Sites have TVs with educational videos to entertain children and toys, books, and art equipment are available. Staff is trained to promote appropriate interaction among teens and their children. Staff are also available to care for children during their patients' exams.
- e. **ADA accessible services:** Some patients have ADA issues. Each facility follows ADA requirements.
- f. **Language barriers:** Large numbers of ESL clients receive care in our clinics. Staff speaks Spanish and French. Several staff is taking classes in sign language and we can access sign-language interpreters.
- g. **Convenient Appointment times:** Many patients are unable to attend 8:00-5:00 services or cannot wait several hours to see a doctor. Appointments are provided to reduce waiting time and the clinic has an electronic appointment system. The clinic also has extended hours. In addition, patients are surveyed annually to evaluate appointment services. Reminders are sent via text messages to adolescents who have given consent to receive information. Patients who have an STD or who need immediate care are worked in on a drop in basis.
- h. **Male Friendly Services:** While males are not reimbursed by HTW, they impact the effective use of contraception among at risk women clinics do not always reach out to them in the area of reproductive health. The clinic tries a variety of techniques to reach males. The clinic staff has extensive training in serving the male partners of clinic users. To enhance these skills the clinic conducts an annual male friendliness questionnaire to determine progress in serving the population and to provide a basis for skill building. In addition, special programs for young men are offered to encourage them to seek medical care. Project Bootstrap involves the male partner in pregnancy prevention efforts. Targeting young males is important because they are involved in unintended pregnancy and need access to services that promote positive and responsible behavior.

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS**Legal Business Name of
Respondent:**Baylor College of Medicine – Teen Health Clinic**Clinic Site # 1 of 10**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS**Legal Business Name of Respondent:**Baylor College of Medicine – Teen Health Clinic**Clinic Site # 2 of 10**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS**Legal Business Name of Respondent:**Baylor College of Medicine – Teen Health Clinic**Clinic Site # 3 of 10**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS**Legal Business Name of
Respondent:**Baylor College of Medicine – Teen Health Clinic**Clinic Site # 4 of 10**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS**Legal Business Name of
Respondent:**Baylor College of Medicine – Teen Health Clinic**Clinic Site # 5 of 10**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS**Legal Business Name of Respondent:**Baylor College of Medicine – Teen Health Clinic**Clinic Site # 6 of 10**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS**Legal Business Name of Respondent:**Baylor College of Medicine – Teen Health Clinic**Clinic Site # 7 of 10**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS**Legal Business Name of Respondent:**Baylor College of Medicine – Teen Health Clinic**Clinic Site # 8 of 10**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS**Legal Business Name of Respondent:**Baylor College of Medicine – Teen Health Clinic**Clinic Site # 9 of 10**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS**Legal Business Name of Respondent:**Baylor College of Medicine – Teen Health Clinic**Clinic Site # 10 of 10**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES**Legal Business Name of Respondent:**Baylor College of Medicine – Teen Health Clinic**Clinic Site # 1 of 10****CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.**All information must be accurate.***

Clinic Name:	Teen Health Clinic Ben Taub		
Street Address:	1504 Taub Loop	Suite :	
City:	Houston	County:	Harris Zip Code: 77030 HSR: 6/5
Clinic APPOINTMENT Phone #:	713 – 873-3601		
Clinic PRIMARY Phone #:	713–873-3601	Fax:	713 – 873-3608
Service Area (counties to be served):	Harris		
Contact Person:	Debbie Mejstedt, LVN II		
Pharmacy License #:	14418	Class:	D
TPI#:	0848871-03	NPI#:	1306975081
Submission date of Medicaid Application: 08/15/2015			
Subcontractor Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Mobile Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8:00	12:00	12:30	5:00	5:00	6:30
TUESDAY	8:00	12:00	12:30	5:00	5:00	6:30
WEDNESDAY	8:00	12:00	12:30	5:00	5:00	6:30
THURSDAY	8:00	12:00	12:30	5:00	5:00	6:30
FRIDAY						
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH	160					

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES**Legal Business Name of Respondent:**Baylor College of Medicine – Teen Health Clinic**Clinic Site # 2 of 10****CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.**All information must be accurate.***

Clinic Name:	Teen Health Clinic Lawn		
Street Address:	8111 Lawn	Suite :	
City:	Houston	County:	Harris
Zip Code:	77088	HSR:	6/5
Clinic APPOINTMENT Phone #:	281 – 847-9970		
Clinic PRIMARY Phone #:	281– 847-9970	Fax:	281 – 820-3717
Service Area (counties to be served):	Harris		
Contact Person:	Krystil Ravenell, RN		
Pharmacy License #:	14441	Class:	D
TPI#:	0848871-05	NPI#:	1184753931
Submission date of Medicaid Application: 08/15/2015			
Subcontractor Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Mobile Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8:00	12:30	1:00	5:00	5:00	6:30
TUESDAY	8:00	12:30	1:00	5:00	5:00	6:30
WEDNESDAY	8:00	12:30	1:00	5:00	5:00	6:30
THURSDAY	8:00	12:30	1:00	5:00	5:00	6:30
FRIDAY						
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH	160					

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES**Legal Business Name of Respondent:**Baylor College of Medicine – Teen Health Clinic**Clinic Site # 3 of 10****CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.**All information must be accurate.***

Clinic Name:	Teen Health Clinic LBJ				
Street Address:	5656 Kelley			Suite :	
City:	Houston	County:	Harris	Zip Code:	77026 HSR: 6/5
Clinic APPOINTMENT Phone #:	713 – 566-5612				
Clinic PRIMARY Phone #:	713- 566-5612		Fax:	713 – 566-5610	
Service Area (counties to be served):	Harris				
Contact Person:	Silvia Araniva, LVN				
Pharmacy License #:	07258	Class:	D		
TPI#:	0848871-04	NPI#:	1396874293		
Submission date of Medicaid Application: 08/15/2015					
Subcontractor Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No			
Mobile Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No			

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8:00	12:30	1:00	5:00	5:00	6:30
TUESDAY	8:00	12:30	1:00	5:00	5:00	6:30
WEDNESDAY	8:00	12:30	1:00	5:00	5:00	6:30
THURSDAY	8:00	12:30	1:00	5:00	5:00	6:30
FRIDAY						
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH	160					

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES**Legal Business Name of Respondent:**Baylor College of Medicine – Teen Health Clinic**Clinic Site # 4 of 10****CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.**All information must be accurate.***

Clinic Name:	Teen Health Clinic Cavalcade						
Street Address:	3815 Cavalcade				Suite :		
City:	Houston	County:	Harris	Zip Code:	77026	HSR:	6/5
Clinic APPOINTMENT Phone #:	713 – 673-1655						
Clinic PRIMARY Phone #:	713- 673-1655			Fax:	713 – 673-1549		
Service Area (counties to be served):	Harris						
Contact Person:	Jennifer Scott, RN						
Pharmacy License #:	16507	Class:	D				
TPI#:	0848871-07		NPI#:	1306975107			
Submission date of Medicaid Application:08/15/2015							
Subcontractor Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No					
Mobile Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No					

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8:00	12:00	12:30	5:00	5:00	6:30
TUESDAY	8:00	12:00	12:30	5:00	5:00	6:30
WEDNESDAY	8:00	12:00	12:30	5:00	5:00	6:30
THURSDAY	8:00	12:00	12:30	5:00	5:00	6:30
FRIDAY						
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH	160					

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES**Legal Business Name of Respondent:**

Baylor College of Medicine – Teen Health Clinic

Clinic Site # 5 of 10**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.**All information must be accurate.***

Clinic Name:	Teen Health Clinic Cullen		
Street Address:	5737 Cullen	Suite :	200
City:	Houston	County:	Harris
Zip Code:	77021	HSR:	6/5
Clinic APPOINTMENT Phone #:	713 – 440-7313		
Clinic PRIMARY Phone #:	713- 440-7313	Fax:	713 – 440-8358
Service Area (counties to be served):	Harris		
Contact Person: Stephanie Mitchell, LVN			
Pharmacy License #:	20525	Class:	D
TPI#:	0848871-06	NPI#:	1457480212
Submission date of Medicaid Application: 08/15/2015			
Subcontractor Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Mobile Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8:00	12:00	12:30	5:00	5:00	6:30
TUESDAY	8:00	12:00	12:30	5:00	5:00	6:30
WEDNESDAY	8:00	12:00	12:30	5:00	5:00	6:30
THURSDAY	8:00	12:00	12:30	5:00	5:00	6:30
FRIDAY						
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH	160					

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES**Legal Business Name of Respondent:**Baylor College of Medicine – Teen Health Clinic**Clinic Site # 6 of 10****CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.**All information must be accurate.***

Clinic Name:	Teen Health Clinic Lee High School		
Street Address:	6529 Beverly Hill Lane	Suite :	
City:	Houston	County:	Harris
Zip Code:	77057	HSR:	6/5
Clinic APPOINTMENT Phone #:	713 – 787-1756		
Clinic PRIMARY Phone #:	713- 787-1756	Fax:	832 – 432-3773
Service Area (counties to be served):	Harris		
Contact Person:	Kathy Zaborowski, RN		
Pharmacy License #:	16957	Class:	D
TPI#:	0848871-08	NPI#:	1992834790
Submission date of Medicaid Application: 08/15/2015			
Subcontractor Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Mobile Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8:00	12:00	12:30	4:30		
TUESDAY	8:00	12:00	12:30	4:30		
WEDNESDAY	8:00	12:00	12:30	4:30		
THURSDAY	8:00	12:00	12:30	4:30		
FRIDAY	8:00	12:00	12:30	4:30		
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH	160					

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES**Legal Business Name of Respondent:**

Baylor College of Medicine – Teen Health Clinic

Clinic Site # 7 of 10

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.**All information must be accurate.***

Clinic Name:	Teen Health Clinic Cesar Chavez High School		
Street Address:	8501 Howard	Suite :	
City:	Houston	County:	Harris
Zip Code:	77017	HSR:	
Clinic APPOINTMENT Phone #:	713 – 495-6950		
Clinic PRIMARY Phone #:	713 – 495-6950	Fax:	832 – 519-1799
Service Area (counties to be served):	Harris		
Contact Person:	Liz Martinez, LVN		
Pharmacy License #:	25749	Class:	D
TPI#:	0848871-01	NPI#:	1437288180
Submission date of Medicaid Application: 08/15/2015			
Subcontractor Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Mobile Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8:00	12:00	12:30	4:30		
TUESDAY	8:00	12:00	12:30	4:30		
WEDNESDAY	8:00	12:00	12:30	4:30		
THURSDAY	8:00	12:00	12:30	4:30		
FRIDAY	8:00	12:00	12:30	4:30		
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH	160					

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES**Legal Business Name of Respondent:**Baylor College of Medicine – Teen Health Clinic**Clinic Site # 8 of 10****CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.**All information must be accurate.***

Clinic Name:	Teen Health Clinic Tejano Center		
Street Address:	2950 Broadway	Suite :	
City:	Houston	County:	Harris
Zip Code:	77017	HSR:	6/5
Clinic APPOINTMENT Phone #:	713 – 640-3730		
Clinic PRIMARY Phone #:	713- 640-3730	Fax:	713 635-9148
Service Area (counties to be served):	Harris		
Contact Person:	Alba Martinez, RN		
Pharmacy License #:	28727	Class:	D
TPI#:	3195588-01	NPI#:	1720327182
Submission date of Medicaid Application: 08/15/2015			
Subcontractor Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Mobile Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8:00	12:00	12:30	4:30		
TUESDAY	8:00	12:00	12:30	4:30		
WEDNESDAY	8:00	12:00	12:30	4:30		
THURSDAY	8:00	12:00	12:30	4:30		
FRIDAY	8:00	12:00	12:30	4:30		
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH	160					

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES**Legal Business Name of Respondent:**Baylor College of Medicine – Teen Health Clinic**Clinic Site # 9 of 10****CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.**All information must be accurate.***

Clinic Name:	Teen Health Clinic Worthing High School				
Street Address:	9215 Scott			Suite :	
City:	Houston	County:	Harris	Zip Code:	77051 HSR: 6/5
Clinic APPOINTMENT Phone #:	281 – 394-0528				
Clinic PRIMARY Phone #:	281- 394-0528		Fax:	713 – 429-1537	
Service Area (counties to be served):	Harris				
Contact Person:	Diane Pears, LVN				
Pharmacy License #:	28726	Class:	D		
TPI#:	3224099-01	NPI#:	1669711404		
Submission date of Medicaid Application: 08/15/2015					
Subcontractor Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No			
Mobile Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No			

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8:00	12:00	12:30	4:30		
TUESDAY	8:00	12:00	12:30	4:30		
WEDNESDAY	8:00	12:00	12:30	4:30		
THURSDAY	8:00	12:00	12:30	4:30		
FRIDAY	8:00	12:00	12:30	4:30		
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH	160					

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES**Legal Business Name of Respondent:**Baylor College of Medicine – Teen Health Clinic**Clinic Site # 10 of 10****CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.**All information must be accurate.***

Clinic Name:	Teen Health Clinic Sterling High				
Street Address:	11625 Martindale Rd.			Suite :	
City:	Houston	County:	Harris	Zip Code:	77048 HSR: 6/5
Clinic APPOINTMENT Phone #:	713 – 955-6071				
Clinic PRIMARY Phone #:	713- 955-6071		Fax:	713 – 955-5973	
Service Area (counties to be served):	Harris				
Contact Person:	Irene Sanchez, LVN				
Pharmacy License #:	29956	Class:	D		
TPI#:	3372153-01	NPI#:	1336551761		
Submission date of Medicaid Application: 08/15/2015					
Subcontractor Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No			
Mobile Site:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No			

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8:00	12:00	12:30	4:30		
TUESDAY	8:00	12:00	12:30	4:30		
WEDNESDAY	8:00	12:00	12:30	4:30		
THURSDAY	8:00	12:00	12:30	4:30		
FRIDAY	8:00	12:00	12:30	4:30		
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH	160					

FORM L: STAFF DEVELOPMENT PLAN

**Legal Business Name
of Respondent:**

Baylor College of Medicine – Teen Health Clinic

All respondents must conduct staff development activities to ensure staff has the knowledge, skills, and abilities to provide HTW services. The Staff Development Plan must be comprehensive, address all the topics indicated below, and be numbered as indicated.

Staff Development Plan must not exceed five (5) pages.

1. Identify personnel responsible for coordinating staff development activities. Include job titles and qualifications for each person identified.

Dr. Ruth S. Buzi, Director of Social Work, in collaboration with Mrs. Angelina Jackson, Clinic Coordinator, and Dr. Mariam Chacko, Clinic Medical Director, are responsible for staff development activities

2. Identify specific training that will be used for eligibility and billing staff.

The clinic conducts monthly clerical meetings and monthly billing meetings. Staff is also encouraged to participate in regional training and all meetings and seminars related to adolescent and women's health care meetings. Important billing issues are covered at these meetings. Staff also participates in annual Texas Family Planning Conferences. Ahlers and Associates each year conducts a training for the clinic on billing procedures for Medicaid. The staff also receives regular training in the implementation of Electronic Medical Records, Practice Suite and Meaningful Use.

3. Describe how training needs assessments are conducted. Specify how the assessment is used to generate a staff development plan. Specify how training activities for staff are tied to quality management review findings.

Training Needs Assessment: An annual written needs assessment is conducted to generate a list of training topics that are relevant for staff education. In addition, staff is asked to suggest other topics that are applicable to their job performance and area of expertise. Training is also planned based HHSC requirements and on areas generated from the quality assurance process. As part of our quality assurance linkages, clinical staff is required to attend yearly BCM blood borne pathogen training. HIV testing and counseling staff receives yearly HIV updates provided by the City of Houston and the AIDS Foundation. Staff also attends lectures at the medical school and participates in professional activities related to their field. All staff is required to have an annual CPR and CLIA training review. Last year, on October 15, 2015 the University of California at San Francisco, Bixby conducted an all staff training on 'Improving Women's Access to IUDs and Implants'. Because LARCs are a priority method for our patients they are provided on site at all of our clinics and are not referred out to other clinics. Other training opportunities include:

Sexual Attitude Reassessment	Handling a Counseling Crisis
OSHA updates	Occurrence Reporting
Fire Drills	Infection Control
Chart Completion	Review of Emergency Cart Equipment & Use
Referral Follow-up	Emergency Procedures-theft, invasion, fire bombing
Managing GC, Chlamydia,	Management of Pharmaceutical Supplies
STI Follow-up	Customer Service
Education & Informed Consent	Quality Control in the Laboratory
HIPAA Update	LARC counseling and insertion techniques

4. Describe procedures and documentation for staff annual performance review. Specify how the staff development plan incorporates review outcomes to further develop knowledge, skills and abilities to provide HTW services.

Upon hiring each employee participates in a clinic orientation. This includes reviewing basic skills that are applicable to the particular job performance. The clinic has a specific orientation family planning checklist for each job description. After three months of employment, each employee has to go through a 3-month review. The purpose of this process is to evaluate the job performance of the new employee and to determine the future of the employee at the agency. The 3-month review is geared to assess the skills required for the specific job description. An annual Baylor College of Medicine evaluation is also conducted on each employee to assess skill level and quality of job performance based on the job requirements. In addition, the Human Resources Department of Baylor College of Medicine routinely assists the clinic in addressing more complicated personnel review issues. This may involve mediating concerns on EAP, leaves of absences, discrimination concerns, and application of any federal policies concerning employment in a health care setting. In addition, progressive discipline procedures are used to inform employees when problems occur with a written and signed action plan enhance performance. The steps in progressive discipline include verbal warning, written warning, probation, leave with pay, or leave without pay, and termination.

All new staff attends Baylor College of Medicine orientation, which are scheduled each Monday. The new employee's information includes an introduction to the College's policies and procedures. Baylor College of Medicine has a standard format and schedule for staff

performance review based on written job descriptions. This review is a strength-based process with opportunities for staff to dialogue with their supervisor in achievements, challenges and career development plans. The schedule of assessment is as follows and is also described in section c:

1. End of orientation/training period
2. End of first year of employment
3. Annually thereafter

To further enhance staff development and outcome management for personnel, Baylor launched July 2009 an electronic staff development plan, Success Factors which provides electronic process and outcomes for staff development. Staff is also encouraged to participate in professional family planning training opportunities which include HIV integration, male client centered care, specific clinical and practicum experiences, and community round table family planning discussions. In addition in January 2015 the College initiated a Division for Professionalism to enhance the skill sets of all faculty and staff in their roles as clinical providers.

Training calendar for July 1, 2016 – August 31, 2017 is attached in L-1

NOTE: If specific LARC methods are provided through referral only, respondent must include this information in the Staff Development Plan and respondent will be exempted from the training requirements for that specific LARC method.

FORM L-1: STAFF DEVELOPMENT TRAINING CALENDAR**Legal Business Name****of Respondent:**Baylor College of Medicine – Teen Health Clinic

Respondent must complete the calendar below listing all staff orientation, training, and in-service activities for July 1, 2016 through August 31, 2017, including training for volunteers, if applicable.

Respondent's staff development calendar must include:

1. Training twice annually on current long-acting reversible contraceptive (LARC) practice guidelines.
2. At least one training for front line staff on HTW Program objectives, program eligibility, and services offered to ensure clear communication to clients on Women's Health Services and Family Planning Services offered through the HTW Program.
3. Training twice annually to staff on HTW eligibility screening and application procedures.

Date	Topic / Activity	Presenter	Location (select one)	
			Within Agency	Outside Training
7/26/16	Annual Pharmacy In-Service	Grady Douglas		X
8/29/16	Standing Orders for HTW Family Planning & Primary Care, Medical Policy & Procedure Review	Dr. Mariam Chacko	X	
9/26/16	TX Council on Family Violence; Patients Satisfaction Survey Review	Hiliary Anderson		X
		Dr. Ruth Buzi	X	
10/31/16	Based on BIXBY = Availability	UCSF	X	X
11/28/16	HT Women billing Reviews, Plan B	Necale Fontenet	X	
12/19/16	Human Trafficking, review Riders, coercion, domestic & partner violence	Dr. Ruth Buzi	X	
1/30/17	LARC practice guide	Dr. Mariam Chacko	X	
2/27/17	HTW training update			
3/27/17	BCM HIPAA Compliance – Patient Privacy	Mayson Planck	X	X
4/24/17	Professionalism in the Workplace	Dr. Ellen Friedman		
5/22/17	Consent & General Consent, Skin Infections, EPHC Screening, IUD Strings	Dr. Mariam Chacko	X	
		Angelina Jackson	X	
6/26/17	Standing Order, Ortho Evra & Medical P&P Update	Dr. Mariam Chacko	X	
	Domestic Violence	Dr. Ruth Buzi	X	
7/31/17	Nutrition In-service	Stephanie Berno		X
8/28/17	Pharmacy In-Service, Hypertensive OCPs, ECPs, & Plan B & LARC training	Grady Douglas	X	
		Dr. Mariam Chacko	X	

In addition, training for the Junior League of Houston volunteers occurs in the Fall and Spring. The dates are set by the community placement chair in August of each year.

FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN**Legal Business Name of Respondent:**Baylor College of Medicine – Teen Health Clinic

Introduction: As a leader in the community, The Baylor Teen Clinic actively **informs** the public and its patients of the state of the art information. Through its wellness initiative the staff strives to help its **constituency understand** the best practices related to the clinic's vision and mission (see section G). By virtue of Healthy Texas Women and the 40 years of experience with family planning the clinic is fully trained in the best methods of contraception. With the staff **fully trained in Nexplanon and Mirena** techniques and stocked at all 10 clinics, we feel well positioned to provide community education and promotion for both patients and community members alike. Below you will find the specifics of our education and program promotion program. In many cases our activities dual target the community and our patients as parents and teachers are key to our efforts. The **topics** as seen in our promotion/outreach calendar plan have been chosen because of the high incidence of STI, pregnancy and lack of a medical home for vulnerable youth in our targeted areas as discussed in section G and in the needs assessment in 2.2. It is estimated that over 5,000 individuals will be reached by this plan. The outreach activities for the first 3 months are found below. Because of space the full calendar is in Form M-1.

1. Program Promotion/Community Education/Outreach Calendar: 7/1/2016 – 8/31/2017

Presenting Staff	Topic	Locations (multiple days)
November	Infant Development	Sanchez High School
Dr. Ruth Buzi	Pregnancy Prevention	Nimitz
	Puberty	Jackson Middle School
Nettie Johnson	Reproductive Anatomy	CY-Springs High
Andrea Siceluff	Menstruation & Pregnancy	Fleming Middle School
David McBride	Clinic Services	Spring High School
	Domestic Violence	Covenant House
	STD's	Booker T. Washington
	Attitudes/Pregnancy	Juvenile Detention
	HIV AIDS	Booker T. Washington
	Relationships	Juvenile Detention Center
	Baby Basics	Austin High
	Decision Making	KIPP 3D
	Anger Management	Patrick Henry
	Relationships	Davis High School
	Birth Control	Nimitz High
	Date Rape	Reagan
December	STD's	Nimitz High
	TRT Survey	Reagan
	Childcare services	Nimitz High
	HIV/AIDS	Cy Falls High
	Peer Pressure	KIPP 3D
	Baby Basics	Austin High
	RTR	Clayton Homes

	HIV AIDS	Booker T. Washington
	Alcohol & Sex	Juvenile Detention
	Infant Development	CyFair High
	Date Rape	Juvenile Detention
	Sex & Alcohol	MacArthur High
	HIV	MacArthur High
January	Relationship	Sanchez High School
	Pre-Test	Burbank Middle
	Self-esteem	Sanchez High School
	Anatomy	KIPP Houston High
	Contraception	KIPP Houston High
	STI	Prevention JDC
	Life Choices	Jackson Middle School
	Contraception	Waltrip
	Making Healthy Choices	Juvenile Detention
	Puberty	KIPP 3D
	Stress	Reagan
	Attitudes Pregnancy Prevention	Nimitz High
	Birth Control	Nimitz High
	Sexual Harassment	3-D Academy

2. Program promotion/community/outreach collaborative efforts with other health providers or agencies in the service area including media releases and outreach marketing strategies. The clinics have major outreach collaborative efforts listed below:

a. The North East Adolescent Program (NEAP), initiated in 1991, is a comprehensive program which focuses on both teenage girls and boys, and incorporates elements of prevention, intervention and education through meaningful collaboration. This initiative provides a support system of health services for adolescents in schools and residential communities in the City of Houston. Commissioner Lee initiated this health support system in 1990 through the collaborative effort of Houston Independent School District (HISD), Harris County Precinct One Commissioner's Office, Harris County Hospital District, Baylor College of Medicine Teen Health Clinics, Aldine Independent School District, and North Forest Independent School District.

b. Coordination of Community Agencies to Reach At Risk Youth: The Teen Health Clinic (THC) has the following Memoranda of Understanding (MOUs) with community agencies:.

* Change Happens. – Outreach services, Out Patient Drug Rehabilitation Program “Young, Strong and Proud,” and HIV education. FUUSA vans provide clients transportation to our clinic. These teens are homeless and HIV positive.

* Bee Busy Learning Academy, Inc., works with teens at the highest risk of HIV/STIs and other life threatening illnesses by offering alternative solutions for personal growth and development. The agency targets minority youth in transitional housing, detention centers and foster children. Bee Busy transports clients to our clinic for family planning and HIV/STI testing and treatment.

* Harris County Community Supervision and Corrections Department – The goal of this collaboration is to increase employment opportunities, increased education opportunities, reduction in violations of conditions of

Baylor College of Medicine – Teen Health Clinic

supervised release, and increased payment of child support. The Teen Health Clinics are cooperating with Council on Drugs and Alcohol, Family Services TDCJ, Houston Community College and Harris County Community Supervision and Corrections Department and agencies to provide reproductive health care to young probationers for the legal system.

* Nurse Family Partnership – Healthy Family Initiatives – The Nurse Family Partnership (NFP) is an evidence-based program that aims to improve the lives of at-risk, first-time mothers and their infants. The program pairs these women with specially trained nurses, who conduct home visits for roughly two and a half years, beginning before the birth of the infant. The Teen Health Clinics are collaborating with Texas Children's Hospital, City of Houston, and Healthy Family Initiatives to provide these services to 100 pregnant teens.

* Houston Independent School District – The Teen Health Clinics are collaborating with HISD in the implementation of HIV/AIDS prevention services targeting African American or Hispanic women at high risk of HIV infection. In addition, 4 clinics are located on their property to provide seamless access to Healthy Texas Women Services.

* University of Houston Graduate College of Social Work collaboration is to provide social work training practicum opportunities.

3. Promotional collaborative efforts with educational entities

In addition to the efforts listed above, as the clinics draw heavily from school based populations and can benefit from parent involvement, our multiple community education and promotional events are often coordinated with our 5 HISD schools and our 1 charter school. It is important to point out the messaging and the emphasis should be culturally appropriate and sensitive to the community norms. Print media releases such as the one attached in the appendix for Chavez high require the correct emphasis. The scheduling loosely follows the school year to maximize education of the community and the procurement of consents from the parents of minors. An outreach schedule is briefly described below with a complete time frame reflected in the work plan flow chart. Below is described part of the underlying strategy.

Timeframe: August – fall Semester One 2016 initial school program promotion

The initial community education begins with the opening of the fall school year. As most of our students do not have a medical home and often need medical services such as immunizations, sports physicals, and well child exams, parents are contacted via to bring their adolescents in and sign for their consent. With this strategy most consent forms were signed during the medical visit. The rest of the consent forms were brought back signed by the student. Majority of the consents were signed by the students' parent(s). The rest were signed by another relative such as the grandparent, aunt or uncle. Consent forms were also collected during orientation day at the school for both the middle and high school students. There was a table strategically placed in the main hallway where parents could interact with clinic staff and sign consents on-site.

Contact/media release strategy: School sponsored newsletters and robocalls

Time Frame: Jan 14 – 22 Parental education and continued consent completion

To promote access to primary and reproductive health services and their students, each class is again given copies of consent forms with a cover letter detailing the clinic Teachers are again instructed to give a consent form for each student that were within our age range. Students are instructed to give the consent forms to their parents and to bring back the consent forms signed. The next day a school and a clinic staff member will collect whatever consent forms were turned into the teacher.

Promotion media strategy: (the grade level with the highest participation, get to have a party sometime in the year).

Time Frame: The month of February – Marketing the medical services at PTO Meetings

The school holds two monthly PTO meetings, one on Wednesday mornings and the second on Thursday nights. During these meetings, a clinic staff will talk to the parents about clinic services and answer any questions. During the presentations, information on the medical services and consent forms will be handed out to each parent to fill out and sign. At the end of the meeting, all signed consent forms are handed back to the clinic staff member.

Time Frame: The month of March– Marketing the medical services at Senior Meeting

During the senior class' lunch period, a clinic staff will announce the services that the clinic offer and pass out consent forms for those who needed a parent's signature. Most students are 18 or older, she handed them adult consent forms to sign for a quick turnaround.

Promotional media strategy: Senior communication platforms

Time Frame: The month of March -May– Marketing the medical services at Senior meetings for college bound services

Strategy evaluation benchmarks:

Coordination of case management services to avoid duplication of community services.

Documentation of client encounters to reflect service utilization.

1. QUARTERLY STATUS REPORT ON CASE MANAGEMENT: Number of new pregnant clients, parenting clients, and significant others and families served by age, ethnicity and sex; number of encounters (telephone and face-to-face) with pregnant clients, parenting clients and significant others and families served by age, ethnicity and sex

2. MALE INVOLVEMENT ACTIVITIES: While not reimbursed for male services, as discussed in section G, we will still provide male outreach services to a minimum of 200 unduplicated males (24 years of age and younger) and their significant others, in our targeted communities. There will be a total of 500 encounters with these individuals. Young males will be provided information about our family planning services.

INDIVIDUAL AND GROUP EDUCATION ACTIVITIES: (specific schools are listed on the calendar in the appendix) Provide individual and group education to a minimum of 1,875 unduplicated adolescents, young adults (21 years of age and younger) and other community groups/residents to include PTA's and other appropriate civic groups, residing in targeted at-risk communities/schools within Harris County.

Form M-1: Community Education/Program Promotion Calendar

Presenting Staff	Topic	Locations (multiple days)
November	Infant Development	Sanchez High School
Dr. Ruth Buzi	Pregnancy Prevention	Nimitz
	Puberty	Jackson Middle School
Nettie Johnson	Reproductive Anatomy	CY-Springs High
Andrea Siceluff	Menstruation & Pregnancy	Fleming Middle School
David McBride	Clinic Services	Spring High School
	Domestic Violence	Covenant House
	STD's	Booker T. Washington
	Attitudes/Pregnancy	Juvenile Detention
	HIV AIDS	Booker T. Washington
	Relationships	Juvenile Detention Center
	Baby Basics	Austin High
	Decision Making	KIPP 3D
	Anger Management	Patrick Henry
	Relationships	Davis High School
	Birth Control	Nimitz High
	Date Rape	Reagan
December	STD's	Nimitz High
	TRT Survey	Reagan
	Childcare services	Nimitz High
	HIV/AIDS	Cy Falls High
	Peer Pressure	KIPP 3D
	Baby Basics	Austin High
	RTR	Clayton Homes
	HIV AIDS	Booker T. Washington
	Alcohol & Sex	Juvenile Detention
	Infant Development	CyFair High
	Date Rape	Juvenile Detention
	Sex & Alcohol	MacArthur High
	HIV	MacArthur High
January	Relationship	Sanchez High School
	Pre-Test	Burbank Middle
	Self-esteem	Sanchez High School
	Anatomy	KIPP Houston High
	Contraception	KIPP Houston High

	STI	Prevention JDC
	Life Choices	Jackson Middle School
	Contraception	Waltrip
	Making Healthy Choices	Juvenile Detention
	Puberty	KIPP 3D
	Stress	Reagan
	Attitudes Pregnancy Prevention	Nimitz High
	Birth Control	Nimitz High
	Sexual Harassment	3-D Academy
February	Birth Control	Yates High
	Peer Pressure	3-D Academy
	Puberty	Key Middle
	STD's	Nimitz High
	Anger Control	KIPP 3D
	Puberty	Fleming Middle
	STD's	Juvenile Detention Center
	Sexual Health	Fleming Middle
	RTR	Yes Academy
	Pregnancy Prevention	KIPP Houston High
	STI Testing	Juvenile Detention
	STI Contraception	Cy Fair
	Abstinence	Jackson Middle School
	Teen Health Clinic Services	Sam Houston
	Female Anatomy	Juvenile Detention
	Nutrition	Carver High
	Circles of Sexuality	Juvenile Detention
March	HIV Risk Behaviors	Waltrip
	Reducing the Risk	Fleming Middle
	Emotional Abuse	Juvenile Detention
	Condoms	Juvenile Detention
	Sexual Health	Fleming Middle
	Dating	Yes Academy
	Birth Control	Davis High
	Sex vs. Abstinence	Kay Middle
	Pregnancy Facts	Davis High
	Reducing the Risk	Reagan High
	Parenting	Aldine High
April	Teen Pregnancy	Juvenile Detention
	Child Development	Waltrip
	HIV Prevention	Juvenile Detention
	Family Planning	Waltrip, Sam Houston
	Birth Control Methods	Juvenile Detention

	STI Prevention Condom Demo	Covenant House
	Reducing the Risk Post	Booker T. Washington
	Conflict Resolution	Fleming Middle, MacArthur
	Peer Pressure	MacArthur
	HIV & Sex	JJAEP
	Decision Making	Fleming Middle
	Infant Care	Lane
	STD/HIV	Lane
	Teen Sexuality	Davis
	Teen Sexuality Game	Reagan
	Sex vs. Abstinence	Marshall
May	Alcohol & Sex	Davis
	Puberty/Menstruation	Marshall
	Teen Sexuality	Davis
	Childhood Immunization	Lane
	Pregnancy Prevention	Lane
	Peer Pressure	MacArthur
	Consequences	Reagan
	Risk Reduction	Juvenile Detention Center
	Decision Making	Fleming Middle
	Self-esteem	Juvenile Detention
	STI's	Myths Waltrip
	Communication Fonville	Middle School
	Relationships	Covenant House
	Ready for Sex?	Juvenile Detention
	Labor & Delivery	Carver High
June	Sexual Decision/Alcohol	Juvenile Detention
	Condom Usage	Juvenile Detention
	Sexual Health	Juvenile Detention
	Drinking & STD	JJAEP
	STI Risk Reduction	Juvenile Detention
	Baby Basics	Lane Middle
	HIV Prevention	JJAEP
	Pregnancy Prevention	Black Middle
July	HIV Prevention	Cavalcade Teen Health Clinic
	STI Risk Reduction	Juvenile Detention Ctr.
	Child Development	Covenant House
	Development Stages	Covenant House
	Anger & Parenting	Covenant House
	Pre/Post	Juvenile Detention
	Puberty	Henderson

Baylor College of Medicine – Teen Health Clinic

	Menstruation/Hygiene	Lincoln Park
	Health Fair	Ryan Middle
August	Self-esteem	Covenant House
	Condom Usage	Juvenile Detention
	Sexual Health	Juvenile Detention
	Abstinence	Juvenile Detention
	Street Olympics	Harris County Precinct One
	Risk Reduction	Juvenile Detention
	Pregnancy Prevention	Juvenile Detention

APPENDIX E: Healthy Texas Women Certification

Legal Business Name of
Respondent:

Baylor College of Medicine – Teen Health Clinic

This certification pertains to the following billing or performing provider:

Provider Name Teen Health Clinic Ben Taub

Federal Tax ID Number 741613878

NPI Number 1306975081 - 1/27/2016 through 1/25/2021

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address 8111 Lawn

Street Address City/State/Zip Code Houston, TX 77088

Telephone Number 281 – 820-2995

Provider's primary physical address:

Street Address 1504 Taub Loop

Street Address City/State/Zip Code Houston, TX 77030

Telephone Number 713 – 873-3601

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An Individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;
or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is _____Peggy Smith, PhD_____. I am the provider or, if the provider is an organization, I am the provider's (title or position) _____Professor & Director_____. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
 - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
 - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
 - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
 - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
 - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Baylor College of Medicine – Teen Health Clinic

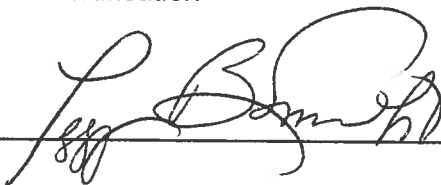
Effective Date of Certification 1/27/2016 through 12/31/2021 _____

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____



Printed Name: Peggy Smith, PhD

Title: Professor & Director

Date: 4/26/2016

APPENDIX E: Healthy Texas Women Certification

Legal Business Name of
Respondent:

Baylor College of Medicine – Teen Health Clinic

This certification pertains to the following billing or performing provider:

Provider Name Teen Health Clinic Lawn

Federal Tax ID Number 741613878

NPI Number 1184753931 - 12/22/2015 through 12/20/2020

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address 8111 Lawn

Street Address City/State/Zip Code Houston, TX 77088

Telephone Number 281 – 820-2995

Provider's primary physical address:

Street Address 8111 Lawn

Street Address City/State/Zip Code Houston, TX 77088

Telephone Number 281 – 847-9970

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;
or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is _____Peggy Smith, PhD_____. I am the provider or, if the provider is an organization, I am the provider's (title or position) _____Professor & Director_____. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

6. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.

☒ I affirm that this statement is true and correct.

7. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.

☒ I affirm that this statement is true and correct.

8. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.

☒ I affirm that this statement is true and correct.

9. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:

e. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;

f. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;

g. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;

h. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.

☒ I affirm that this statement is true and correct.

10. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.

☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
 - d) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - e) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - f) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Baylor College of Medicine – Teen Health Clinic

Effective Date of Certification 12/22/2015 through 12/31/2020_____

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____



Printed Name: Peggy Smith, PhD

Title: Professor & Director

Date: 4/26/2016

APPENDIX E: Healthy Texas Women Certification

Legal Business Name of
Respondent:

Baylor College of Medicine – Teen Health Clinic

This certification pertains to the following billing or performing provider:

Provider Name Teen Health Clinic LBJ

Federal Tax ID Number 741613878

NPI Number 1396874293 – 3/21/2016 through 3/20/21

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address 8111 Lawn

Street Address City/State/Zip Code Houston, TX 77088

Telephone Number 281 – 820-2995

Provider's primary physical address:

Street Address 5656 Kelley

Street Address City/State/Zip Code Houston, TX 77026

Telephone Number 713 – 566-5612

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term *"affiliate"* means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term *"Promote"* means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;
or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is _____Peggy Smith, PhD_____. I am the provider or, if the provider is an organization, I am the provider's (title or position) _____Professor & Director_____. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

11. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
☒ I affirm that this statement is true and correct.
12. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
☒ I affirm that this statement is true and correct.
13. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
☒ I affirm that this statement is true and correct.
14. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
- i. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
 - j. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
 - k. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
 - l. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.
☒ I affirm that this statement is true and correct.
15. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
 - g) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - h) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - i) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Baylor College of Medicine – Teen Health Clinic

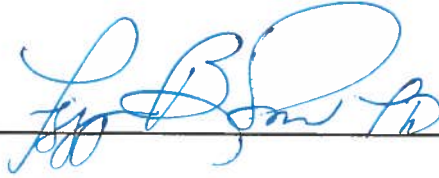
Effective Date of Certification 3/21/2016 through 12/31/2021 _____

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____



Printed Name: Peggy Smith, PhD

Title: Professor & Director

Date: 4/26/2016

APPENDIX E: Healthy Texas Women Certification

Legal Business Name of
Respondent:

Baylor College of Medicine – Teen Health Clinic

This certification pertains to the following billing or performing provider:

Provider Name Teen Health Clinic Cavalcade

Federal Tax ID Number 741613878

NPI Number 1306975107 - 12/3/2015 through 12/1/2020

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address 8111 Lawn

Street Address City/State/Zip Code Houston, TX 77088

Telephone Number 281 – 820-2995

Provider's primary physical address:

Street Address 3815 Cavalcade

Street Address City/State/Zip Code Houston, TX 77026

Telephone Number 713 – 673-1655

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term “affiliate” means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The “written instruments” referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term “Promote” means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;
or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is _____Peggy Smith, PhD_____. I am the provider or, if the provider is an organization, I am the provider's (title or position) ____Professor & Director_____. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

16. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.

☒ I affirm that this statement is true and correct.

17. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.

☒ I affirm that this statement is true and correct.

18. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.

☒ I affirm that this statement is true and correct.

19. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity. In particular:

m. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;

n. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;

o. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;

p. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.

☒ I affirm that this statement is true and correct.

20. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.

☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
 - j) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - k) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - l) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Baylor College of Medicine – Teen Health Clinic

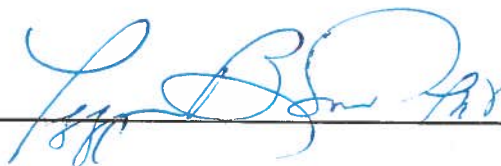
Effective Date of Certification 12/3/2015 through 12/31/2020 _____

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____



Printed Name: Peggy Smith, PhD

Title: Professor & Director

Date: 4/26/2016

APPENDIX E: Healthy Texas Women Certification

Legal Business Name of
Respondent:

Baylor College of Medicine – Teen Health Clinic

This certification pertains to the following billing or performing provider:

Provider Name Teen Health Clinic Cullen

Federal Tax ID Number 741613878

NPI Number 1457480212 - submitted 8/2015; in process

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address 8111 Lawn

Street Address City/State/Zip Code Houston, TX 77088

Telephone Number 281 – 820-2995

Provider's primary physical address:

Street Address 5737 Cullen Suite 200

Street Address City/State/Zip Code Houston, TX 77021

Telephone Number 713 – 440-7313

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term “affiliate” means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:

common ownership, management, or control;

a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The “written instruments” referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term “Promote” means advancing, furthering, advocating, or popularizing elective abortion by, for example: taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;

furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider; or

using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is _____Peggy Smith, PhD_____. I am the provider or, if the provider is an organization, I am the provider's (title or position) _____Professor & Director_____. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

21. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.

☒ I affirm that this statement is true and correct.

22. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.

☒ I affirm that this statement is true and correct.

23. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.

☒ I affirm that this statement is true and correct.

24. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:

q. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;

r. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;

s. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;

t. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.

☒ I affirm that this statement is true and correct.

25. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.

☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
 - m) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - n) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - o) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Baylor College of Medicine – Teen Health Clinic

Effective Date of Certification submitted through 12/31/ in process _____

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____



Printed Name: Peggy Smith, PhD

Title: Professor & Director

Date: 4/26/2016

APPENDIX E: Healthy Texas Women Certification

Legal Business Name of
Respondent:

Baylor College of Medicine – Teen Health Clinic

This certification pertains to the following billing or performing provider:

Provider Name Teen Health Clinic Lee High School

Federal Tax ID Number 741613878

NPI Number 1992834790 - submitted 8/2015; in process

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address 8111 Lawn

Street Address City/State/Zip Code Houston, TX 77088

Telephone Number 281 – 820-2995

Provider's primary physical address:

Street Address 6529 Beverly Hill Lane

Street Address City/State/Zip Code Houston, TX 77057

Telephone Number 713 – 787-1756

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term “affiliate” means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:

common ownership, management, or control;

a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The “written instruments” referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term “Promote” means advancing, furthering, advocating, or popularizing elective abortion by, for example: taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;

furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;

or

using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is _____Peggy Smith, PhD_____. I am the provider or, if the provider is an organization, I am the provider's (title or position) _____Professor & Director_____. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

26. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.

☒ I affirm that this statement is true and correct.

27. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.

☒ I affirm that this statement is true and correct.

28. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.

☒ I affirm that this statement is true and correct.

29. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:

- u. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
- v. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
- w. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
- x. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.

☒ I affirm that this statement is true and correct.

30. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.

☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
 - p) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - q) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - r) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Baylor College of Medicine – Teen Health Clinic

Effective Date of Certification submitted through 12/31/ in process _____

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____



Printed Name: Peggy Smith, PhD

Title: Professor & Director

Date: 4/26/2016

APPENDIX E: Healthy Texas Women Certification

Legal Business Name of
Respondent:

Baylor College of Medicine – Teen Health Clinic

This certification pertains to the following billing or performing provider:

Provider Name Teen Health Clinic Cesar Chavez High School

Federal Tax ID Number 741613878

NPI Number 1437288180 - submitted 8/2015; in process

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address 8111 Lawn

Street Address City/State/Zip Code Houston, TX 77088

Telephone Number 281 – 820-2995

Provider's primary physical address:

Street Address 8501 Howard

Street Address City/State/Zip Code Houston, TX 77017

Telephone Number 713 – 556 - 7953

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term “affiliate” means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:

common ownership, management, or control;

a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The “written instruments” referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term “Promote” means advancing, furthering, advocating, or popularizing elective abortion by, for example: taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;

furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider; or

using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is _____Peggy Smith, PhD_____. I am the provider or, if the provider is an organization, I am the provider's (title or position) _____Professor & Director_____. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

31. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.

☒ I affirm that this statement is true and correct.

32. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.

☒ I affirm that this statement is true and correct.

33. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.

☒ I affirm that this statement is true and correct.

34. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:

y. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;

z. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;

aa. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;

bb. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.

☒ I affirm that this statement is true and correct.

35. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.

☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
 - s) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - t) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - u) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Baylor College of Medicine – Teen Health Clinic

Effective Date of Certification submitted through 12/31/ in process _____

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____



Printed Name: Peggy Smith, PhD

Title: Professor & Director

Date: 4/26/2016

APPENDIX E: Healthy Texas Women Certification

Legal Business Name of
Respondent:

Baylor College of Medicine – Teen Health Clinic

This certification pertains to the following billing or performing provider:

Provider Name Teen Health Clinic Tejano Center

Federal Tax ID Number 741613878

NPI Number 1720327182 - 2/5/2016 through 2/3/2021

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address 8111 Lawn

Street Address City/State/Zip Code Houston, TX 77088

Telephone Number 281 – 820-2995

Provider's primary physical address:

Street Address 2850 Broadway

Street Address City/State/Zip Code Houston, TX 77017

Telephone Number 713 – 640-3730

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;
or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is _____Peggy Smith, PhD_____. I am the provider or, if the provider is an organization, I am the provider's (title or position) _____Professor & Director_____. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

36. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.

☒ I affirm that this statement is true and correct.

37. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.

☒ I affirm that this statement is true and correct.

38. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.

☒ I affirm that this statement is true and correct.

39. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity. In particular:

cc. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;

dd. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;

ee. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;

ff. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.

☒ I affirm that this statement is true and correct.

40. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.

☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
 - v) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - w) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - x) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Baylor College of Medicine – Teen Health Clinic

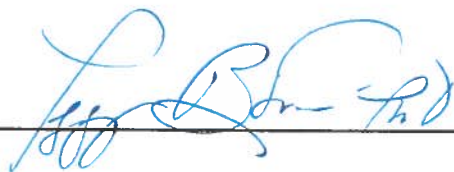
Effective Date of Certification 2/5/2016 through 12/31/2021 _____

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____



Printed Name: Peggy Smith, PhD

Title: Professor & Director

Date: 4/26/2016

APPENDIX E: Healthy Texas Women Certification

Legal Business Name of
Respondent:

Baylor College of Medicine – Teen Health Clinic

This certification pertains to the following billing or performing provider:

Provider Name Teen Health Clinic Worthing High School

Federal Tax ID Number 741613878

NPI Number 1669711404 - 2/8/2016 through 2/6/2021

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address 8111 Lawn

Street Address City/State/Zip Code Houston, TX 77088

Telephone Number 281 – 820-2995

Provider's primary physical address:

Street Address 9215 Scott

Street Address City/State/Zip Code Houston, TX 77051

Telephone Number 281 – 394-0528

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term “affiliate” means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The “written instruments” referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term “Promote” means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;
or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is _____Peggy Smith, PhD_____. I am the provider or, if the provider is an organization, I am the provider's (title or position) ____Professor & Director_____. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

41. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.

☒ I affirm that this statement is true and correct.

42. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.

☒ I affirm that this statement is true and correct.

43. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.

☒ I affirm that this statement is true and correct.

44. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity. In particular:

gg. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;

hh. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;

ii. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;

jj. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.

☒ I affirm that this statement is true and correct.

45. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.

☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
 - y) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - z) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - aa) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Baylor College of Medicine – Teen Health Clinic

Effective Date of Certification 2/8/2016 through 12/31/2021 _____

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____


Printed Name: Peggy Smith, PhD

Title: Professor & Director

Date: 4/26/2016

APPENDIX E: Healthy Texas Women Certification

Legal Business Name of
Respondent:

Baylor College of Medicine – Teen Health Clinic

This certification pertains to the following billing or performing provider:

Provider Name Teen Health Clinic Sterling High

Federal Tax ID Number 741613878

NPI Number 1336551761 - 3/25/2016 through 3/24/2021

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address 8111 Lawn

Street Address City/State/Zip Code Houston, TX 77088

Telephone Number 281 – 820-2995

Provider's primary physical address:

Street Address 11625 Martindale Rd.

Street Address City/State/Zip Code Houston, TX 77048

Telephone Number 713-955-6071

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term “affiliate” means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The “written instruments” referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term “Promote” means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;
or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is _____Peggy Smith, PhD_____. I am the provider or, if the provider is an organization, I am the provider's (title or position) _____Professor & Director_____. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

46. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.

☒ I affirm that this statement is true and correct.

47. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.

☒ I affirm that this statement is true and correct.

48. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.

☒ I affirm that this statement is true and correct.

49. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity. In particular:

kk. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;

ll. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;

mm. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;

nn. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.

☒ I affirm that this statement is true and correct.

50. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.

☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
 - bb) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - cc) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - dd) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Baylor College of Medicine – Teen Health Clinic

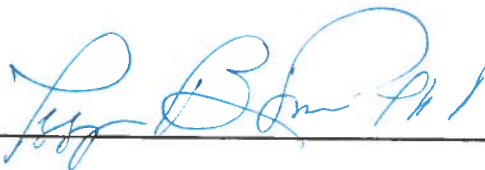
Effective Date of Certification 3/25/2016 through 12/31/2021 _____

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____



Printed Name: Peggy Smith, PhD

Title: Professor & Director

Date: 4/26/2016

APPENDICIES

Appendices: Baylor College of Medicine Teen Health Clinic

Appendix A. CVs/Resume

Appendix B. Protocol

Appendix C. Example MOUs

Appendix D. IRB for HIV study

Appendix E. Organizational Chart

Appendix F. Job Descriptions

Appendix G. Marketing: BTHC Text Messages

Appendix H. Marketing: Monthly Google Analytics Reports (examples)

Appendix I. Marketing: Teen Health Clinic Website

Appendix J. Target/Service Area Map

Appendix K. Population Income Table

Appendix L. 1115 Waiver Participants

Appendix M. Form M- Full Calendar

Appendix N. Chavez Flyer

I. GENERAL BIOGRAPHICAL INFORMATION

A. PERSONAL:

1. Name: Peggy B. Smith, MA, Ph.D.
2. Date of Birth: [REDACTED]; US citizenship
3. Education:
University of Texas at Austin, B.A. Cum Laude with Special Honors in Psychology, 1969
University of Texas at Austin, M.A. Education: Area – Mental Retardation, 1970
University of Texas at Austin, Ph.D. Education, 1971

B. Academic Appointments

1. **Current faculty position(s)**
Director, Baylor Population Program, 1998-present
Professor, Department of Obstetrics & Gynecology, Baylor College of Medicine.
Professor, Department of Psychiatry, Baylor College of Medicine, 1997-present
Professor, Department of Pediatrics, Baylor College of Medicine, 1994-present
2. **Previous faculty position(s)**
Associate Professor, Department of Obstetrics & Gynecology, Baylor College of Medicine, 1981 - 1988
Assistant Professor, Department of Obstetrics & Gynecology, Baylor College of Medicine, 1972 - 1981
Director of Joyce L. Goldfarb Adult Development Clinic and Teen Health Clinic
Assistant Professor - Psychology Department Rice University. Lecturing in Child Psychology, Exceptional Children and Learning. 1971-1972
Therapy Coordinator - Mental Retardation Training Center Develop curriculum, schedule classes for development classes. Supervise teachers and aides. Train teachers in principles of operant conditioning. Serve on evaluation team and parent-staff conferences. Assist in interpretation and acceptance of program to community, 1970.
Intern Teacher - emotionally disturbed boys - Austin State Hospital. Job Description: Facilitation and remediate of basic reading and arithmetic Skills, 1969
Intern Teacher - trainable mentally retarded adolescent girls - Austin State Hospital. Job Description: Planning, developing and implementing curriculum for personal hygiene, 1968.
3. **Current courtesy faculty appointments at other institutions**
Adjunct Professor, Graduate School of Social Work, University of Houston, 1992-present
Adjunct Professor, Obstetrics, Gynecology and Reproductive Sciences, The University of Texas Health Science Center at Houston, 1990-present
Visiting Scholar – Senior Lecturer – University of Texas at Austin, 2003-present

D. Other Information

1. Honors and Awards

Goodfellow - University of Texas at Austin, 1967
Mortar Board, 1968
NDEA Graduate Fellowship in Special Education, 1968
NDEA Graduate Fellowship in Special Education, 1969
American Men and Women of Science, 1978
Who's Who in the South and Southwest, 1979
Outstanding Young Women of America, 1981
American Leadership Forum Fellow, 1984
Awarded Exchange Clubs of Houston Book of Golden Deeds, 1985
Leadership Texas, 1988
Child Abuse Prevention Council Heritage Award, 1990
Women On The Move, 1990
J.C. Penny Spirit of Houston Woman, 1990
50 Most Beautiful Houstonians, 1993
Good Samaritan Award, 1996
Kezia DePelchin Award, 2003
The Women's Fund 2006 Grant Recipient
Greater Houston Women's Chamber of Commerce, Creating Opportunities for Women Award, 2009
Kathryn S. Stream Award for Excellence in Women's Health Care, 2010
Missouri City Chapter of the Links "Walking in Her Shoes", 2012 Our Choice Honor
Emeritus Member of the Texas Children's Defense Fund Advisory Board
The Presidential Award for Leadership Presented by Tejano Center for Community Concerns, September 13, 2013
Distinguished Honoree, Hearts of Gold Gala, Honoring Women in Health & Medical Science, The Health Museum, September 19, 2014
Houston's 50 Most Influential Women of 2015

2. Other Non-Academic Positions

Council for Exceptional Children - 1968 - 1979
American Association on Mental Deficiency - 1969-1979
American Personnel and Guidance Association - 1973 - present
National Alliance Concerned with School Age Parents (NACSAP) - 1974 - 1978
American Association of Sex Educators, Counselors, and Therapists - 1976 - present
Mental Health Mental Retardation Advisory Board - 1977-1981
Houston Committee for the Humanities and Public Policy - 1979
American Society for Psychosomatic Obstetrics and Gynecology - 1979 - present
American Public Health Association - 1979 - present
Texas Alliance Concerned with School Age Parents - 1982 - 1997
West End Health Council - 1987-19995
AFDC Pregnancy Prevention Task Force - Texas Department of Human Services - 1987
Reviewing Editor for Journal of Developmental and Behavioral Pediatrics - 1988
College of Natural Sciences Foundation Advisory Council of the University of Texas at Austin - 1988-present
Texas Works Together Advisory Council - 1989-2008
American Federation for Clinical Research - 1991-2000
Child Development Task Force - 1991-2000
Junior League of Houston Inc. - Texas Works Together Advisory Council - 1991-2000
Governor's Health Policy Task Force - 1992-1993
Chair Baylor College of Medicine -Committee on Prevention of Sexual Harassment - 1993-2009
The Public Policy Committee of the United Way - 1994-2007
Joint City/County Commission on Children - 2010-2013
Houston-Galveston Schweitzer Fellowship Selection Committee - 2011
Board of Directors, Texas Campaign to Prevent Teen Pregnancy 2010-present

Department of OB/Gyn chair, Faculty Advancement and Promotion Committee 2014- present
State of Texas Women's Health Advisory Committee – 2015-present

II. Research Information

A. Research Support

- a. Title X - Categorical
- b. Department of State Health Services
- c. PI
- d. 9/01/15 – 8/31/16
- e. Annual Direct Cost: \$1,093,357/Direct Cost for Overall Period: \$962,414

- a. Title X – Fee for Service
- b. Department of State Health Services
- c. PI
- d. 9/01/15 – 8/31/16
- e. Annual Direct Cost: \$1,093,358

- a. Expanded Primary Health Care - Categorical
- b. Department of State Health Services
- c. PI
- d. 9/01/15 – 8/31/16
- e. Annual Direct Cost: \$750,880/Direct Cost for Period: \$661,075

- a. Expanded Primary Health Care – Fee for Service
- b. Department of State Health Services
- c. PI
- d. 9/01/15 – 8/31/16
- e. Annual Direct Cost: \$750,880

- a. Clinical Support for Adolescents in Precincts One, Two, and Three
- b. Harris County Commissioner's Court
- c. PI
- d. 7/01/15 – 6/31/16
- e. Annual Direct Cost: \$450,000

- a. HIV Integration in Family Planning Services
- b. Department of State Health Services
- c. Co-PI
- d. 6/01/15 – 12/31/15
- e. Annual Direct Cost: \$87,500

- a. Healthy Texas Babies
- b. Department of State Health Services
- c. Co-PI
- d. 9/01/15 – 8/31/16
- e. Annual Direct Cost: \$90,000/Direct Cost for Period: \$75,000

- a. Nurse Family Partnership
- b. Texas Health and Human Services Commission
- c. PI
- d. 9/01/15 – 8/31/16
- e. Annual Direct Cost: \$976,906/Direct Cost for Period: \$802,528

Baylor College of Medicine – Teen Health Clinic

- a. Northeast Adolescent Project
- b. Harris County Commissioner's Court
- c. PI
- d. 3/01/15 – 2/28/16
- e. Annual Direct Cost: \$374,507

- a. Texas Healthy Adolescent Initiative Clinic Based Program
- b. City of Houston Health Department
- c. Co-PI
- d. 9/01/15 – 8/31/16
- e. Annual Direct Cost: \$60,000

- a. Gilead Sciences – HIV FOCUS
- b. Gilead Sciences, Inc.
- c. Co-PI
- d. 12/01/13 – 12/31/15
- e. Annual Direct Cost: \$156,921

- a. Centering Pregnancy Program
- b. March of Dimes
- c. Co-PI
- d. 2/01/15 – 1/31/16
- e. Annual Direct Cost: \$8,000

- a. Strong Start Stable Families
- b. Office of Attorney General through the Administration for Children and Families (ACF).
- c. Co-PI
- d. 1/01/15 – 12/31/15
- e. Annual Direct Cost: \$60,078

B. National Scientific Participation

1. Journal Editorial Boards

Reviewing Editor for Journal of Developmental and Behavioral Pediatrics- 1988-present
Editorial Board - Journal of Sex Education & Therapy - 1988-present
Editorial Board - Journal of Sex and Marital Therapy -1996-present
Editorship – Journal of Applied Research on Children: Informing Policy for Children at Risk - 2015

3. Professional Societies, etc.

National Advisory Board, Hogg Foundation for Mental Health 2001-2006
Board of Directors Episcopal Health Charities 2001-2012
Board of Directors Greater Houston Collaborative for Children 1996-2001: Chair 1999-2001
Board of Directors- Children's Trust Fund of Texas 1985-1996 Chair of the Board 1987-1996
Board of Directors - Houston Chapter March of Dimes - 1976 - 1992
Advisory Board – Children's Defense Fund – Texas – 1999-2013
Board of Directors - Childress Foundation – 1992-1999
Chairperson – Texas Family Planning Advisory Board 1998 - 2006 - State of Texas
Local Advisory Board Member - Commonwealth Fund 1996- 2005
Advisory Board Member - City of Houston Teen Program - 1978 - 1983
Texas Association Concerned with School Aged Parents State Board of Directors – 1983 - 1987
The Lighthouse of Houston - Board of Directors - 1985 - 1986
Board of Directors - Houston International University - 1985-1990

Baylor College of Medicine – Teen Health Clinic

Board of Directors - Houston Chapter, American Leadership Forum – 1987- 1995
Board of Directors - Houston Proud – 1988-1994
Board of Directors - Northeast Adolescent Program – 1990-present
United States Information Agency Medical Advisory Board - 1992-1996
Board of Directors - YMCA - 1992 – 1995
Acting Director National Victim's Center 1994-1995
LEAH Advisory Board Member - 1997 – present
Chair - Committee on Prevention of Sexual Harassment - Baylor College of Medicine
– 1997- 2009

Professional Activities and Committees

HEW Regional Task Force - Membership Chairman, Services for Children and Youth
– 1976 – 1980
Texas Family Planning Program Committee - 1977 - 1992
Texas Family Planning Association Steering Committee Chairman - 1977 - 1980
Mental Health Mental Retardation Association Public Responsibility Committee –
1980-1987
Committee Member - Health Determinant Study Group – Teenage Pregnancy –
Houston-
Galveston Area Council - 1978, 1979
Task Force Member - Teenage Pregnancy Referral System HISD - Baylor
College of Medicine – Houston Health Department - 1978 - 1980
Task Force Member Teen Outreach Committee for Title X DHHS Projects in Houston –
1978 – 1979
Winifred Wallace Maternity Center Planning Committee Member Harris County
Hospital District, Jefferson Davis Hospital, Houston, Texas - 1978 - present
Patient Education Committee, Jefferson Davis Hospital, Houston, Texas - 1978 –
Present
Houston Committee for the Prevention of Child Abuse and Neglect - 1983
- present
Houston Committee for the Humanities and Public Policy Member - 1978 - 1980
International Year of the Child Steering Committee Member - 1979
Select Committee on Teenage Pregnancy - Texas Legislature - 1981-82
National AASECT Program Planning Committee - 1980 - 1981 - San Francisco
Annual Meeting – April 1981
National Treasurer, AASECT - 1983-84
Imagine Houston Steering Committee Member – 1994-1998

Professional Collaboration

Junior League of Houston - 1976 - 2000
National Foundation of the March of Dimes - 1977 - 2000
Junior League of Midland - 1978 - 1979
D.H.H.S. Teenage Family Planning Program Assessment Team (non-federal
members of personal team) - 1978 - 1979
Consultant - Encyclopedia Britannica - 1982 - 1986
Consultant - Women's Fund - 1987-1990
Consultant - Harris County Hospital District - 1987-present

Civic Activities

Member – Saint Theresa's Catholic Church
Member - Legislative Wives Association
Member - Junior League of Houston
Board of Directors, St. John's School – 1990-1998

Areas of Interest

Adolescent mental health
Public health policy development
Male Involvement in parenting and health

Thesis and Reports

"A study of the sterilization of the mentally retarded," M.S. thesis - 1969.

"The effects of various reinforcement conditions on acquisition of motor and verbal performances of non-institutionalized pre-academic trainable mental retardates," doctoral dissertation - 1971.

Smith, P.B. Proceedings: Southwest Conference on Early Adolescence, Project funded by the Ford Foundation, Mary Reynolds Babcock Foundation, The National Endowment for the Humanities and the Texas Committee for the Humanities and Public Policy - 1976.

Smith, P.B. Proceedings: Texas Conference on Health Care Needs of the Young Adolescent. Funded by the Ford Foundation - Shamrock Hilton, Houston, Texas - 1977.

C. Published Manuscripts

1. Smith P.B. The Goldfarb Adult Development Clinic. *Sharing*, p. 62-71, Summer 1972.
2. Smith P.B. Acquisition of motor performance of non-institutionalized pre-academic trainable mental retardates using various reinforcement conditions. *Mental Retardation*, p. 46-49, October 1972.
3. Smith P.B., Mumford D.M., Goldfarb J.L., Kaufman R.H. Selected aspects of adolescent postpartum behavior. *Journal of Reproductive Medicine*, 14:4, April 1975.
4. Smith P.B., Mumford D.M., Goldfarb J.L., Hamner E. Hotline for postpartum teen mothers. *American Journal of Nursing*, 75:9, September 1975.
5. Smith P.B., Mumford D.M., Goldfarb J.L., Kaufman R.H. Behavioral of postpartum adolescents. *Pediatric Digest*, 17:27, October 1975.
6. Goldfarb J.L., Mumford D.M., Schum D.A., Smith P.B., Flowers C., Schum C. An attempt to detect "pregnancy susceptibility" in indigent adolescent girls. *Journal of Youth and Adolescence*, 6:2, p. 127-143, 1977.
7. Mumford D.M., Smith P.B., Goldfarb J.L. Prevalence of venereal disease in the indigent pregnant adolescent. *Journal of Reproductive Medicine*, 19:2, p. 83-86, August 1977.
8. Smith P.B., Wait R.B., Mumford D.M. et al. The medical impact of an antepartum program for indigent adolescents: A statistical analysis. *American Journal of Public Health*, 68:2, p. 169-172, 1978.
9. Kaplan H.B., Smith P.B., Pokorny A.D. Psychosocial antecedents of unwed motherhood among indigent adolescents. *Journal of Youth and Adolescence*, 8:2, p. 181-207, 1979.
10. Smith P.B. Adolescent pregnancy: Alternative and options. *Southern Perinatal Newsletter*, 6:2, April 1979.
11. Smith P.B., Mumford D.M., Hamner E. Child-rearing attitudes of single teenage mothers. *American Journal of Nursing*, 79:12, p. 15-21, December 1979.
12. *Smith P.B. "Programs for sexually active teens," in P.B. Smith and D.M. Mumford, editors. *Adolescent Pregnancy: Perspectives for the Health Professionals*. Boston, Mass.: G. K. Hall and Company, p. 77-97, 1980.

13. *Smith P.B. "Parenting education," in P.B. Smith and D.M. Mumford, editors. *Adolescent Pregnancy: Perspectives for the Health Professionals*. Boston, Mass.: G. K. Hall and Company, p. 155-172, 1980.
14. *Smith P.B. "Sex education," in P.B. Smith and D.M. Mumford, editors. *Adolescent Pregnancy: Perspectives for the Health Professionals*. Boston, Mass.: G. K. Hall and Company, p. 215-239, 1980.
15. Smith P.B., Gorry A. Evaluating sex education programs. *Journal of Sex Education and Therapy*, p. 17-23, Fall - Winter 1980.
16. *Smith P.B. "Teenage Family Planning. Maximizing Client Utilization and Minimizing Community Resistance" in S. Harel, editor. *The At Risk Infant, A practical interdisciplinary approach to the prevention, discovery, assessment and management of developmental disabilities*. Amsterdam: Excerpta Medica, p. 150, 1980.
17. Smith P.B., Wait R.B. "With Babies of Their Own". *Transitions*, 3:2, p. 10-12, December, 1980.
18. Smith P.B., Flaherty C., Webb L.J. Training teachers in human sexuality: Effect on attitude and knowledge. *Psychological Reports*, 48, p. 527-530, 1981.
19. Smith P.B., Scales A.L. "Use of nonprofessional volunteers with pregnant teenagers". *Patient Counselling and Health Education*, 3, p. 17-20, 1981.
20. Flaherty C., Smith P.B. Teacher training for sex education. *Journal of School Health*, 51:4, p. 261, April 1981.
21. Smith P.B., Mumford D.M. Publicizing the problem of teen pregnancy," *Journal of Current Adolescent Medicine*, 3:6, p. 30-32, June 1981.
22. Smith P.B. The pregnant adolescent: Counseling issues in school settings. *The School Counselor*, 29:2, p. 111-117, November 1981.
23. Smith P.B., Nenney S.W., Mumford D.M., Kaufman R.H. Selected family planning and general health profiles in a teen health clinic. *Journal of Adolescent Health Care*, 2:3, 1982.
24. Smith P.B., Flaherty, C., Webb L.J. Human sexuality training programs for public school teachers: An evaluation. *Journal of Sex Education and Therapy*, 8:1, p. 14-17, 1982.
25. Smith P.B., Nenney S.W., Weinman M.L, Mumford D.M. Factors affecting perception of pregnancy risk in the adolescent. *Journal of Youth and Adolescence*, 11:3, p. 207-215, 1982.
26. Smith P.B., Weinman M., Mumford D.M. Social and affective factors associated with adolescent pregnancy. *Journal of School Health*, pp. 90-93, February 1982.
27. Smith P.B., Kolenda L. The male role in teen pregnancy. *U.S.A. Today*, p. 43-44, May 1982.
28. Nenney S.W., Smith P.B. Teenagers' assessment of reproductive health care services. *Patient Counselling and Health Education*, 4:3, p. 152-155, 1983.
29. Smith P.B. Adolescent Sexuality and Pregnancy: An Overview. The Reporter: *The Journal of the New Jersey Association for Health, Physical Education, Recreation and Dance*, 56:2, p. 26-30, Winter, 1983.
30. *Smith P.B. "Reproductive health care for teens" in Max Sugar's *Adolescent Parenthood*, p. 159-179, 1984.

31. Smith P.B., Flaherty C., Webb L.J. Student out-comes associated with teacher training in sex education. *Journal of Sex Education and Therapy*, pp. 38-43, 1984.
32. Smith P.B., Weinman M., Nennery S.W. Desired Pregnancy During Adolescence. *Psychological Reports*, 54, pp. 227-231, 1984.
33. Levenson P.M., Morrow J.R., Smith P.B. Instructional Design Strategies for Developing an Interactive Video Educational Program for Pregnant Teens. *Patient Education Counselling*, 6:4, p. 149-154, 1984.
34. Smith P.B., Weinman M., Malinak L.R. Adolescent Mothers and Fetal Loss: What is Learned From Experience? *Psychological Reports*, 55, 775-778, 1984.
35. Smith P.B., Flaherty C., Webb L.J. The long-term effects of human sexuality training programs for public school teachers. *Journal of School Health*, 54:4, p. 157-159, April 1984.
36. Smith P.B., Johnson T.C., McClelland K.A. Preventive health and safety education in public hospitals: Implementing a child restraint car seat lend-lease program for indigent patients. *Patient Education & Counseling*, 7:3, 1985.
37. Smith P.B., Weinman M., Johnson T.C., Wait R.B., Mumford D.M. A Curriculum for Adolescent Mothers: An Evaluation. *Journal of Adolescent Health Care*, 6, 216-219, 1985.
38. *Smith P.B., Wait R.B., Mumford D.M. "Teenage Pregnancy", in N. M. Nelson, editor *Current Therapy in Neonatal-Perinatal Medicine*, 1985 - 1986. B. C. Decker, Inc., Philadelphia, Pennsylvania, p. 28-33, 1985.
39. *Smith P.B., Kolenda K. "Adolescent Male Reproduction: A Point of Focus", in P.B. Smith and D.M. Mumford, editors. *Adolescent Reproductive Health: Handbook for the Health Professional*, Gardner Press, New York, p. 21-33, 1985.
40. *Smith P.B. "Administration of Teen Services", in P.B. Smith and D.M. Mumford, editors. *Adolescent Reproductive Health: Handbook for the Health Professional*, Gardner Press, New York, p. 69-92, 1985.
41. *Smith P.B. "Adolescent Sexuality", in P.B. Smith and D.M. Mumford, editors. *Adolescent Reproductive Health: Handbook for the Health Professional*, Gardner Press, New York, p. 3-20, 1985.
42. Smith P.B., Levenson P.M., Morrow J.R. Prenatal knowledge and informational priorities of pregnant adolescents. *Health Values* 9:5, September/October 1985.
43. Levenson P.M., Smith P.B., Morrow J.R. A Comparison of Physician-Patient Views of Teen Prenatal Information Needs. *Journal of Adolescent Health Care* 7:6-11, 1986.
44. Smith P.B., Wait R.B. Adolescent Fertility and Childbearing Trends Among Hispanics in Texas. *Texas Medicine* 82, 1986.
45. Smith P.B. Sociologic Aspects of Adolescent Fertility and Childbearing Among Hispanics. *The Journal of Developmental and Behavioral Pediatrics* 7:6, 346-349, 1986.
46. *Smith P.B. Model Sex Education Programs: A Teacher Training Model in Carol Cassell and Pam Wilson, editors. *Sexuality Education: A Resource Book*, Garland Publishing, New York, 1986
47. Smith P.B., Nennery S.W., McGill L. Health Problems and Sexual Activity of Selected Inner City, Middle School Students. *The Journal of School Health* 56:7, p. 263-266, 1986.

48. Nenney S.W., Smith P.B. School Physical Program: An Adolescent Family Planning Clinic Reaches Out to Boys. *Family Life Educator* 5:1, p. 16-17, 1986.
49. Smith P.B., McGill L., Wait R.B. Hispanic Adolescent Conception and Contraception Profiles: A Comparison. *Journal of Adolescent Health Care* 8, p. 352-355, 1987.
50. Smith P.B., Guerrero L., May E. Teenage Pregnancy Policies and the 70th Legislative Session. *Texas Medicine* 83, p. 49-51, 1987.
51. Smith P.B. Reflections: What Adolescent Pregnancy Can Teach Us. *Health Values* 11:3, p. 40-42, 1987.
52. Smith P.B., McGill L., Wait R.B. Adolescent Pregnancy: Prenatal Care and Birth Characteristics in Harris County. *Houston Medical Journal* 3, p. 15-20, 1987.
53. Smith P.B., McGill L. Teenage Childbearing Trends in Texas. *Texas Medicine* 83, p. 41-43, 1987.
54. Smith P.B., Phillips L.E., McGill L., Faro S., Wait R.B. Predominant Sexually Transmitted Diseases among Different Age and Ethnic Groups of Indigent Sexually Active Adolescents Attending a Family Planning Clinic. *Journal of Adolescent Health Care* 9:4 pp. 291-295, 1988.
55. Smith P.B., Beck J.G., Davies D.K. Contraceptive Use among High-Risk Adolescents. *Journal of Sex Education and Therapy* 13:2, pp. 52-57, Fall/Winter, 1987.
56. Phillips L.E., Faro S., Smith P.B., Martens M.G., Riddle G.D., Goodrich K.H. Premarket Evaluation of the Monofluor Reagent for Detection of Chlamydia-Trachomatis in Adolescent Out-Patients. *Genitourin Med* 64: 165-168, 1988.
57. McGill L., Smith P.B., Johnson T.C. AIDS: Knowledge, Attitudes and Risk Characteristics of Teens Attending a Family Planning Clinic. *Journal of Sex Education and Therapy* 15:1, 30-35, 1989.
58. Chacko M.R., McGill L., Johnson T.C., Smith P.B., Nenney S.W. Vaginal Douching in Teenagers Attending a Family Planning Clinic. *Journal of Adolescent Health Care* 10: pg. 217, 1989.
59. Smith P.B., Chacko M.R., Bermudez A. Concepts of Sexuality and Contraceptive Knowledge among Inner City Middle School Students. *The School Counsellor* 37:2, 103-108, 1989.
60. Begley C.E., McGill L., Smith P.B. Incremental Costs of Screening and Treating Gonorrhea and Chlamydia in a Family Planning Clinic. *Sexually Transmitted Diseases* 16:2, 63-67, 1989.
61. Phillips L.E., Smith P.B., Riddle G.D. et al. Ortho enzyme immunoassay versus McCoy cell monolayers stained by iodine or fluorescent antibody for detection of Chlamydia trachomatis. *Journal of Clinical Microbiology* 28:7, 1647-1648, 1990.
62. Smith P.B., Kutzner S. K. Fostering primary and Secondary Prevention in Public Policy for Pregnant Adolescents. *Journal of Health and Social Policy* 1(1): 89-98, 1989.
63. Chacko M.R., Smith P.B., McGill L. Recurrent Chlamydial Cervicitis in Young Women at a Family Planning Clinic. *Adolescent and Pediatric Gynecology* 2: 149-152, 1989.
64. Smith P.B., Chacko M.R., McGill L., Phillips L.E. Sexually Transmitted Disease Treatment and Return for Test of Cure of Adolescents in a Family Planning Clinic. *J of Adolescent Health Care* 12:49-52, 1991.
65. Smith P.B., Weinman M., Johnson T.C., Wait R.B. Incentives and Their Influence on Appointment Compliance in a Teenage Family Planning Clinic. *Journal of Adolescent Health Care* 11:445-448, 1990.

66. Smith P.B., Poertner J., Fields J. Preventing Child Abuse and Neglect in Texas. *Texas Medicine* 86:2, 44-45, 1990.
67. Poertner J., Smith P.B., Fields J. Quality Control in Child Abuse Prevention Programs. *Children and Youth Service Review* February, 1990.
68. Weinman M.L., Smith P.B., Mumford D.M. Early and Late Entry to Prevent Pre-term Delivery in Adolescents. *Adolescent Pediatrics Gynecology* 4:143-174, 1991.
69. Smith P.B., Weinman-Epstein M., Mumford D.M. Knowledge, Beliefs and Behavioral Risk Factors for HIV Infection in Inner City Adolescent Females. *Sexually Transmitted Disease* 18(4):36-41, 1991.
70. Weinman M.L., Smith P.B., Mumford D.M. A Comparison between a 1986 and 1989 Cohort of Inner-City Adolescents on Knowledge, Beliefs, and Risk Factors for AIDS. *Journal of Adolescence* 19:19-28, 1992.
71. Chacko M.R., Kozenetz C.A., Regard M., Smith P.B. The Relationship between Vaginal Douching and Lower Genital Tract Infection in Young Women. *Adolescent and Pediatric Gynecology* 5:171-176, 1992.
72. Smith P.B., Weinman M., Reeves G.C., et al. Educational Efforts in Preventing Preterm Delivery Among Inner City Adolescents. *Patient Counselling and Education* 21:71-75, 1993.
73. Regard M.M., Chacko M.R., Smith P.B. Reliability of Cervical Findings and Endocervical Polymorphonuclear Cells in Detecting Chlamydial and Gonococcal Cervicitis in Young Women Receiving Contraceptive Services. *Adolescent and Pediatric Gynecology* 6:129-134, 1993.
74. Smith P.B., Weinman M., Mumford D.M. Adolescent Mothers and Postpartum Compliance Factors Associated With Patient Return. *Adolescent and Pediatric Gynecology* 7:81-85, 1994.
75. Smith P.B. Enhancing the Skills of Adolescents as Individuals and as Parents. *Children and Youth Services Review* 15(4):275-280, 1993.
76. Henderson E.B., Weinman M. L., Smith P.B. The Behavioral Implications of Myths and Medical Knowledge about AIDS among Indigent Female Adolescents. *Journal of Sex Education and Therapy* 40(2):79-91, 1994.
77. Weinman M.L., Smith P.B. U.S. - and Mexico-born Hispanic Teen Mothers: A Descriptive Study of Factors That Relate to Post-Partum Compliance. *Hispanic Journal of Behavioral Sciences* 16(2):186-194, 1994.
78. Smith P.B., Weinman M. Cultural Implications for Public Health Policy for Pregnant Hispanic Adolescents. *Health Values* 19(1): 3-9, 1995.
79. Smith P.B., Gingiss P.L. Characteristics of Pregnant Adolescents Receiving Prenatal Care at School-Based or Hospital Based Clinics. *Journal of Health Education* (accepted).
80. Opuni K.A., Smith P.B., Arvey H., Solomon C. The Northeast Adolescent Project: A Collaborative Effort to Address Teen-age Pregnancy in Houston, Texas. *Journal of School Health* 64(5):212-214, 1994.
81. Rhodes J.E., Gingiss P.L., Smith P.B. Risk and Protective Factors for Alcohol Use among Pregnant African American, Hispanic, and White Adolescents: The Influence of Peers, Sexual Partners, Family Members, and Mentors. *Addictive Behaviors* 15(5): 555-564, 1994.

82. Snabes M.C., Weinman M., Smith P.B. Prevalence of HIV Seropositivity among Inner City Adolescents in 1988 and 1992. *Texas Medicine* 90(12):48-51, 1994.
83. Weinman M.L., Smith P.B., Buzi R.S. Compliance with Follow-up Care among Adolescent Males with Sexually Transmitted Diseases. *Psychological Reports* 78:840-842, 1996.
84. Smith P.B., Weinman M.L., Mumford D.M., Parrilli J. The Role of Condom Motivation Education in the Reduction of New and Reinfection Rates of Sexually Transmitted Diseases among Inner-City Female Adolescents. *Patient Education and Counseling* 31:77-81, 1997.
85. Weinman M.L., Smith P.B. Indigent Adolescents' Concerns about Health Care Reform. *Psychological Reports* 78:306, 1996.
86. Smith P.B., Weinman M.L., Buzi R. Helping Pregnant Teens: Approaches for the 90s. *Family Life Educator* 4-10, Winter 1996/97.
87. Buzi R., Weinman M.L., Smith P.B. Ethnic Differences in STD Rates among Female Adolescents. *Adolescence* 13(130): 313-318, 1998.
88. Weinman M.L., Smith P.B., Geva J., Buzi R.S. Pregnant and Postpartum Adolescents' Perceptions of the Consequences of Child Abuse. *Child and Adolescent Social Work Journal* 15(4): 287-301, 1998.
89. Smith P.B., Johnson C., Fields J., Winkler S. Statewide Attitudes and Behavior on Child Abuse and Neglect in Texas. *Texas Medicine* 94(9): 52-56, September, 1998.
90. Buzi R.S., Smith P.B., Weinman M.L. Incorporating Health and Behavioral Consequences of Child Abuse in Prevention Programs Targeting Female Adolescents. *Patient Education and Counseling* 33:209-216, 1998.
91. Smith P.B., Mumford D.M., Foreman S. Legal Interpretations of Sexual Activity between Adults and Minors in Texas: A Review. *Texas Medicine* 7:25, 65-69, July 1999.
92. Smith P.B., Weinman M.L., Buzi R.S. Young Males Attending a Family-Planning Clinic: Some Ideas about Consequences of Child Abuse. *Psychological Reports* 85:529-532, 1999.
93. Chacko M.R., Kozinetz C.A., Smith P.B. Assessment of Oral Contraceptive Pill Continuation in Young Women. *Journal Pediatr Adolesc Gynecol* 12:143-148, 1999.
94. Chacko M.R., Smith P.B., Kozinetz C.A. Understanding Partner Notification (Patient Self-Referral Method) by Young Women. *Journal of Pediatric and Adolescent Gynecology* 13:27-32, 2000.
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96. Weinman M.L., Smith P.B., Solomon C., Green S.C., Buzi R. A Comparison of Mental Health Problems and Symptoms of Teens in a School-Based Mental Health Program and a Family Planning Clinic. *School Social Work Journal* 25(2): 44-58, Winter, 2001.
97. Smith P.B., Buzi R.S., Weinman M.L. Mental Health Problems and Symptoms among Male Adolescents Attending A Teen Health Clinic. *Adolescence* 36(142): 323-332, 2001.
98. Smith P.B., Buzi R., Weinman M.L., Mumford D.M. The Use of Focus Groups to Identify Needs and Expectations of Young Fathers in a Male Involvement Program. *Journal of Sex Education and Therapy* 26(2): 100-105, 2001.
99. Smith P.B., Buzi R.S., Weinman M.L. Programs For Young Fathers: Essential Components and Evaluation Issues. *North American Journal of Psychology* 4(1): 81-92, 2002.

100. Weinman M.L., Smith P.B., Buzi R.S. Young Fathers: An Analysis of Risk Behavior and Service Needs. *Child and Adolescent Social Work Journal* 19(6): 437-453, 2002.
101. Buzi R.S., Tortolero S.R., Smith P.B., Ross M.W., Roberts R.E. Young Minority Females' Perceptions of Sexual Abuse: A Focus Group Approach. *North American Journal of Psychology* 4(3): 441-456, 2002.
102. Smith P.B., Buzi R.S., Weinman M.L. Targeting Males for Teenage Pregnancy Prevention in a School Setting. *School Social Work Journal* 27(1): 23-36, Fall 2002.
103. Banikarim C., Chacko M., Wiemann C., Smith P.B. Application of the Transtheoretical Model to STD Screening Behaviors among Young Women. *J Adol Health* 28:124, 2001.
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105. Weinman M.L., Buzi R.S., Smith P.B. The relationship between Family Support, Resiliency, and Depression among Indigent Adolescents Attending a Family Planning Clinic. *Psychological Report* 93: 719-731, 2003.
106. Chacko M.R., Anding R., Kozintez C.A., Grover J.L., Smith P.B. Neural Tube Defects (NTDs): Knowledge and Preconceptional Prevention Practices in Minority Women *Pediatr* 112(3): 536-542, 2003.
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109. Weinman M.L., Buzi R.S., Smith P.B. Addressing Risk Behaviors, Service Needs and Mental Health Issues in Programs for Young Fathers. *Families in Society* 86(2): 261-266, 2005.
110. Smith P.B., Weinman M.L., Buzi R.S., Benton A.D. An Evaluation of a School-Based Pregnancy Prevention Program Aimed at Young Males: A One-Year Follow-Up. *North American Journal of Psychology* 6:2 281-292, 2004.
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116. Buzi R.S., Weinman M.L., Smith P.B. The Relationship between Adolescent

Depression and a History of Sexual Abuse. *Adolescence* 42(168): 679-688, Winter 2007.

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132. Smith P.B., Realini J.P., Buzi R.S., Martinez M. Students' Experiences and Perceived Benefits of a Sex Education Curriculum: A Qualitative Analysis. *Journal of Sex & Marital Therapy*, 37:270-285, 2011.
133. Small E., Weinman M.L., Buzi R.S., Smith P.B. Explaining Condom Use Disparity among Black and Hispanic Female Adolescents. *Child & Adolescent Social Work Journal* 27(5) 365-376, 2010.
134. Smith P.B., Novello G., and Chacko M.R. Does Immediate Access to Birth Control Help Prevent Pregnancy? A Comparison of Onsite Provision versus Off Campus Referral for Contraception at Two School-Based Clinics. *J of Applied Research on Children: Informing Policy for Children at Risk*, 2 (Issue 2 Teen Pregnancy) 2011.
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136. Buzi, R.S., Smith P.B. Access to Sexual and Reproductive Health Care Services: Young Men's Perspectives. *Journal of Sex & Marital Therapy* 40(2):149-157, 2013
137. Smith, P.B., Buzi, R.S. Reproductive Health Professionals' Adoption of Emerging Technologies for Health Promotion. *Health Informatics Journal* 20(4):250-260, 2014.
138. Buzi, R.S., Smith, P.B., and Barrera, C. Talk with Tiff: Teens Inquiries to a Sexual Health Website. *Journal of Sex & Marital Therapy* 1-8, 2014.
139. Buzi, R. S., Smith P. B. Haas, S. Risk-Related Behaviors Associated with HIV among Young Minority Men Attending Family Planning Clinics. *The International Journal of Men's Health* 15(1), Spring 2016.
140. Smith, P. B., Buzi R. S., Abacan. A. Workforce Development as A Promising Approach to Improving Health Disparities Among Young Males. *Journal of Men's Studies*. 22(1) 3-11, 2014.
141. Smith, P.B., Buzi, R.S., Wiemann, C. M., Kozinetz, C. A., & Peskin, M. F. Pregnant Adolescents' Family Formation and Perceived Partner Supportiveness in Early Pregnancy and Postpartum. *Journal of Family Issues* (accepted) 2014.
142. Buzi R.S., Smith P.B., Wiemann C.M., Peskin M., Chacko M.R., and Kozinetz C. Project Passport: An Innovative Group-Centered Approach Targeting Pregnant Teens and Their Parents. *J of Applied Research on Children Informing Policy for Children at Risk* 5(1):1-28, 2014.
143. Buzi, R.S., Smith, P.B., & Weinman, M.L. Screening for Depression among Minority Young Males Attending a Family Planning Clinic. *Psychology of Men and Masculinity* 15(1):116 – 119, 2014.
144. Buzi, R.S., Wiemann, C.M., Smith, P.B., Kozinetz, C.A., and Peskin, M. A Socioecological Approach to Assessing Depression among Pregnant Teens. *Maternal and Child Health Journal* (accepted) 2015.

145. Buzi, R.S., Weinman, M.L., and Smith, P.B. HIV Risk Perceptions among African American Young Women: Factors Affecting Accuracy. *J of Child & Adolescent Trauma* 8(2):111 – 116, 2015.
146. Buzi, R.S., and Smith, P.B. Integrating Routine HIV Testing in Adolescent and Young Adults Family Planning Clinics. *Public Health Reports* (accepted) 2015.
147. Chacko, M.R., Wiemann, C.M., Buzi, R.S., Kozinetz, C.A., Peskin, M. and Smith, P.B. Choice of Postpartum Contraception: Factors Predisposing Pregnant Adolescent's To Choose Less Effective Methods over Long-Acting Reversible Contraception. *J of Adolescent Health* (in press) December 2015.
148. Pastuszak, A.W., Wenker, E.P., Smith, P.B., Abacan, A., Lamb, D.J., Lipshultz, L.I., and Buzi R. Sexual and Reproductive Health of Young Minority Males: A Survey of the Contemporary Landscape. *American J of Men's Health* (accepted) 2016.
149. Smith P.B. Perspective from the Field on Underserved Populations. *J of Family Strengths* 15(1), September, 2015.
150. Patel, P.R., Lee, J., Hirth, J., Berenson, A.B., and Smith, P.B. Changes in the Use of Contraception at first intercourse: A comparison of the National Survey of Family Growth (NSFG) 1995 and 2006-2010 Databases. *Obstetrics and Gynecology* (pending) 2016.
151. Buzi, R.S., Smith P., and Haase, S. Risk-Related Behaviors Associated with HIV among Young Minority Men Attending Family Planning Clinics. *International J of Men's Health* 15(1), Spring 2016.
152. Smith, P.B. Perspective from the Field on Underserved Populations. Texas Campaign to Prevent Teen Pregnancy Newsletter, January 2016.
153. Buzi R.S., Smith, P.B., Wiemann C.M., Kozinetz C., and Peskin M.F. Impact of a Group Prenatal Program for Pregnant Adolescents on Perceived Partner Support. *The Child & Adolescent Social Work Journal* (accepted) 2016.
154. Patel, P.R., and Smith, P.B. Trends of Contraceptive Choices Among Young Women in Inner City Houston. *J of Sex & Marital Therapy* (submitted) 2016.

*** Invited chapters or articles**

1. Wiemann CM, Chacko MR, Kozinetz CA, DiClemente R, Smith PB, Velasquez MM, Sternberg K. Correlates of Consistent Condom Use with Main-new and Main-old Sexual Partners. *Journal of Adolescent Health* (2008).

Books

Smith P.B., Mumford D.M., editors. *Adolescent Pregnancy: Perspectives for the Health Professionals*. Boston, Mass.: G. K. Hall and Company, 1980.

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Smith P.B., Mumford D.M. editors, *Adolescent Reproductive Health: Handbook for the Health Professional*. Gardner Press, New York, 1985.

Ryder V., Smith P.B. *The Sexual Adolescent*. Goodheart Wilcox, South Holland, IL, copyright 1998.

Weinman M.L., Smith P.B. editors. "Knowing the Past, Assessing the Present, and Looking Into the Future: Teen Pregnancy" in the Twenty-First Century. *Future Issues for Social Work*. Paul R. Raffoul, C. Aaron McNeece (Eds.). Needham Heights, MA: Allyn & Bacon, 1996.

Smith P.B. editor. "Chapter 18: Sexually Transmitted Diseases" in the *Patient, Doctor and Society*. (eds: Mengel M.B., Holleman W.) Plenum Publishing Corporation, 1995.

Smith, P.B. Book Chapter "Adolescent Reproductive Health Services", in *Invitation to Encyclopedia of School Health* by David C. Wiley, Amy c. Cory.

Nonreviewed Publications

Smith P.B. Adolescent Pregnancy. Austin: The Hogg Foundation, University of Texas, p. 1-12, 1981.

Smith P.B. Adolescent Sexuality. OB/GYN Perspectives No. 5, Baylor College of Medicine, p. 22-24, 1987.

Smith P.B. Effective Counselling Strategies with Pregnant Adolescents. Submitted to Burson-Marsteller, Chicago, Illinois, 1987.

Smith P.B., Brown M.A. "Recognizing Child Abuse and Neglect." *Violence: A Christian Response (Violence in American Culture; Violence in American Families)*. Dallas, TX: Texas Baptist Christian Life Commission and Atlanta, GA: Cooperative Baptist Fellowship, 1995.

Weimann C.M., Chacko M.R., Kozinetz C.A., DiClemente R., Smith P.B., Velasquez M.M., Von Sternberg K. Correlates of Consistent Condom Use with Main-New and Main-Old Sexual Partners. Abstract submitted for Annual Scientific Meeting, Society for Adolescent Medicine, September 2007.

3/10/16

CURRICULUM VITAE

I. GENERAL BIOGRAPHICAL INFORMATION

A. Personal

- a. Name: Mariam Renate Chacko, M.B;B.S
- b. Date of Birth: [REDACTED]
Citizenship: U.S.

B. Education

a. Undergraduate Education:

Premedical Certification, Deshbandhu College, Delhi University, New Delhi, India, July 1967 - June 1968.

b. Graduate Education:

M.B.B.S., Christian Medical College, University of Punjab, Ludhiana, Punjab, India, August 1968 - December 1972.

c. Postgraduate Education:

Clinical Internship (rotating), Christian Medical College Hospital, Ludhiana, Punjab, India, January 1973 - December 1973.

Instructor, Department of Pharmacology, Christian Medical College, Ludhiana, Punjab, India, January 1974 - June 1974.

Residency in Pediatrics, Baltimore City Hospitals*, John Hopkins University, School of Medicine Affiliation, Baltimore, Maryland, July 1976 - June 1979.

Chief Resident Pediatrics, Baltimore City Hospitals*, Baltimore, Maryland, July 1978 - June 1979.

Clinical Fellowship (half-time), Adolescent Medicine, University of Maryland Hospital, Baltimore, Maryland, July 1979 - June 1980.

*Now called John Hopkins Bay View Medical Center

Fellowship – Adolescent Medicine, Maternal Child Health Bureau-funded Adolescent Health Training Program, Felix P. Heald, M.D., Director, Sheridan Phillips, Ph.D., Research Advisor, Division of Adolescent Medicine, University of Maryland Hospital, University of Maryland School of Medicine, Baltimore, Maryland, July 1980 - June

1982. Research: Isolation of *Chlamydia trachomatis* via cell culture in the laboratory, Judith Lovchik Ph.D. University of Maryland Hospital, University of Maryland School of Medicine, Baltimore, Maryland, July 1980 - June 1982.

C. Academic Appointments

a. Current Faculty Position at BCM:

Professor of Pediatrics (primary appointment with tenure), Section of Adolescent Medicine and Sports Medicine Section, Baylor College of Medicine, October 2004 – present.

Professor of Obstetrics & Gynecology (secondary appointment), Baylor College of Medicine, July 2012 – present.

Associate Professor of Pediatrics (with tenure), Section of Adolescent Medicine and Sports Medicine Section, Baylor College of Medicine, July 1997 – September 2004.

Associate Professor of Pediatrics (with tenure), Sections of Academic Ambulatory Pediatrics and Adolescent Medicine and Sports Medicine, Baylor College of Medicine, July 1992 - June 1997.

Assistant Professor, Sections of Academic Ambulatory Pediatrics and Adolescent Medicine, Department of Pediatrics, Baylor College of Medicine, Houston, Texas, September 1986 - June 1992.

Assistant Professor, Section of Academic Ambulatory Pediatrics, Department of Pediatrics, Baylor College of Medicine, Houston, Texas, August 1984 - August 1986.

b. Previous Faculty Positions at Other Institutions:

Assistant Professor, Division of Adolescent Medicine, Department of Pediatrics, University of Maryland School of Medicine, Baltimore, Maryland, July 1982 - April 1984.

Instructor, Department of Pediatrics, Baltimore City Hospitals * John Hopkins University School of Medicine, Baltimore, Maryland, July 1979 - June 1980.

*Now called Johns Hopkins Bay View Medical Center

Instructor, Department of Pharmacology, Christian Medical College, University of Punjab, Ludhiana, Punjab, India, Jan 1974 - April 1974.

c. Courtesy Faculty Appointments at Other Institutions while at Baylor College of Medicine:

Attending, Department of Pediatrics, Ben Taub General Hospital, August 1984 – present.

Adjunct Professor, Health Promotion and Behavioral Sciences at the University of Texas Health Science Center School of Public Health at Houston, October 2006 – 2014.

Clinical Professor, Texas Woman's University, Houston, June 2007-2012.

D. Other Advanced Training/experience:

a. Formal Sabbatical Leave:

None

b. Other Specialized Training Following Academic Appointment:

Teaching Course (CME approved), Leadership Education in Adolescent Health Program, Baylor College of Medicine, Houston, Texas. Course instructor: Amy Middleman, M.D., M.P.H., M.S.Ed., 1997 – 2000.

Certified Course, Norplant Insertion, Baylor Teen Health clinics, September 1991.

NIDA High-Risk Adolescent Prevention Training AIDS Workshop by Westover Consultants, Inc. Washington, D.C., sponsored by Texas Youth Commission, Houston, Texas, April 1989.

Certified Course, Reproductive Health and Contraceptive Counseling, Planned Parenthood Training Institute, Baltimore, Maryland, August 1983.

Implanon Insertion, Training by Schering-Plough, September 2007

Basic Life Support (BLS) Class, Texas Children's Hospital. November 2008

Mirena Training by Bayer HealthCare Pharmaceuticals, January 2009

Nexplanon Insertion, Training by Merck, June 2012

Paragard and Mirena Training – Baylor College of Medicine Teen Health Clinic Annula Retreat- by Bixby Center for Global Reproductive Health, University of California, San Francisco, May 2013.

c. Advanced Experience:

Medical Director, Baylor College of Medicine Teen Health Clinics (BTHC) - August 1994 – present.

The BTHCs include ten clinics: five family planning clinics with expanded primary care clinics (3 community- and 2 hospital-based) and five school-based primary care clinics, funded by state funding and local private foundations. Services are provided to both adolescent and young adult females and males. The Medical Director provides direction on the following: development, writing and implementation of clinical protocols and procedures for nurses and nurse practitioners (contraception, STIs, primary care services); providing reproductive health and primary care education for a variety of

learners at the BTHCs through monthly in services; clinical supervision of Nurse practitioners and Adolescent Fellows and Pediatric Residents; participation and oversight of quality assurance issues; participation in state site visits.

E. Other Information

a. Honors or Awards:

Internal Medicine, Second Prize – Final Year, Christian Medical College, Ludhiana, University of Punjab, Punjab, India, 1972.

“A Time to Share” recruitment videotape for volunteers taking care of HIV positive children. Bronze Quill Award of Excellence, International Association of Business Communication, Houston, Texas, 1991.

“The Best Doctors in America”, Best Doctor’s Inc., 1994 – 1995.

“The Best Doctors in America”, Central Region, Best Doctor’s Inc., 1996 – 1997.

“The Best Doctors in America”, Best Doctor’s Inc., 1998.

2000 YWCA of Houston - Outstanding Woman of the Year in Medicine, Science and Technology, December 2000.

“The Best Doctors in America”, Best Doctor’s Inc., 2001 – 2002.

“Best Women Doctors ”, Inside Houston magazine, “Best Doctors” survey, December 2002.

Fulbright & Jaworski L.L.P. Faculty Excellence Award – Teaching and Evaluation, Baylor College of Medicine, April 2003 - 2008.

Member, Academy of Distinguished Educators, Baylor College of Medicine, May 2003 - 2010; 2010 - 2015

“The Best Doctors in America,” Best Doctor’s Inc., every year since 2004.

“Top Docs for KIDS,” in “H Texas Magazine,” June 2005, July 2006.

Finalist, 2015 Houston Stream Award for Excellence in Women’s Health, sponsored by Greater Houston Women’s Chamber of Commerce, May 2015.

Board Eligibility/Certification/Licences:

Punjab Medical Council, India, 1973 – 1974.

ECFMG # 187-774-5, July 1975.

FLEX, December 1977.

Board of Medical Examiners, State of Maryland, Medical License, 1977 – 1986.

Diplomate, American Board of Pediatrics, November 1981 – **permanent certification**

Board of Medical Examiners, State of Texas, 1984 – present.

American Board of Pediatrics, Adolescent Medicine Certifying Examination, 1997 - 2004; Recertification 2004 -2017.

American Board of Pediatrics, Adolescent Medicine and Maintenance of Certification (MOC) completed cycle (January 2004 - December 2011) and enrolled next cycle (January 2012 – December 2016). MOC Parts 2 and 4 completed December 2015.

b. Other Non-academic Positions:

Pediatrician (part-time), The Care First Plan, Baltimore, Maryland, July 1979 - June 1982.

Attending Pediatrician (half time), Pediatric Clinic, Baltimore City Hospitals*, Baltimore, Maryland, July 1979 - June 1980.

Physician, Youth Health Center, Ocean City, Maryland (summers), July 1982 - April 1984.

Physician, Baltimore City Family Planning Clinic, Redwood Street, Baltimore, Maryland, July 1981 – 1982

*Now called Johns Hopkins Bay View Medical Center

Physician and Project Coordinator, Baltimore Youth Health Project, Druid Sexually Transmitted Diseases Clinic, Baltimore City Health Department, Baltimore, Maryland, July 1982 - April 1984.

Physician, Sexually Transmitted Diseases Clinic, Baltimore City Health Department, Baltimore, Maryland, July 1982 - April 1984.

Attending Physician, Adolescent Clinic, Adolescent Inpatient Unit, University of Maryland Hospital, Baltimore, Maryland, July 1982 - April 1984.

Attending Physician, Pediatric Clinic, Ben Taub General Hospital, Houston, Texas, August 1984 – 1995.

Attending Physician, Junior League General Medicine Clinic, Texas Children's Hospital, Houston, Texas, August 1984 - June 1997.

Attending Physician, Child Protective Health Clinic, Texas Children's Hospital, Houston, Texas, August 1984 - December 1997.

Baylor College of Medicine – Teen Health Clinic

Chief, Teen Clinic, Texas Children's Hospital, Houston, Texas, January 1985 - August 1986.

Acting Chief, Adolescent Medicine Service, Texas Children's Hospital, Houston, Texas, January 1986 - August 1986.

Physician, Baylor College of Medicine Teen Health Clinic, Ben Taub General Hospital, Houston, Texas, July 1986 – September 2014.

Attending Physician, Adolescent Clinic, Adolescent Inpatient Service, Texas Children's Hospital, Houston, Texas, September, 1986 – present.

Attending Physician, Covenant House Texas, Houston, Texas, January 1988 – present – till April 2015

Attending Physician, Chimney Rock Center, Houston, Texas, October 1989 - May 1990.

Attending Physician, Burnett Baylend Home, Houston, Texas, November 1990 - December 1992.

Medical Director, Baylor College of Medicine Teen Health Clinics (BTHC), Population Program, Baylor College of Medicine, Houston, Texas, August 1994 – present.

Attending Physician, Baylor College of Medicine Teen Health Clinic, Austin High School, Houston, Texas, July 1995 – 2004.

Adolescent Medicine Consultant, Baylor College of Medicine, International Health Program, Sakhalin, Russia, July 2000 – present.

Physician, Baylor College of Medicine, Teen Health Clinic, Lee High School, Houston, Texas, October 2004 – present.

Supervising Physician for Advanced Nurse Practitioners, Baylor Teen Health Clinic's School-based Clinics at Lee High School, Chavez High School, Raul Yguirre Charter School (Tejano Center), Worthing High School, Sterling High School, Houston, Texas, August 2007 – present.

Supervising Physician for Advanced Nurse Practitioners, Baylor College of Medicine Teen Health Clinic's Family Planning Clinics at Ben Taub Hospital, LBJ Hospital, Cullen, Cavalcade, Northwest clinics, August 1994 – present.

II. RESEARCH INFORMATION

A. Research Support

Baltimore Youth Health Project.

- a. Funded by Robert Wood Johnson Foundation High Risk Youth

- b. Project Coordinator
- c. July 1982 – April 1984
- d. Annual direct cost - \$150,000. Direct cost for overall period - \$555,378.
- e. To improve access to comprehensive health care services for youths attending Druid Health STD clinic, Baltimore, Maryland.

Ethnic and Age Differences in the Prevalence of Sexually Transmitted Diseases in Adolescent Females

- a. Funded by the Women's Fund for Research and Education.
- b. Principal Investigator
- c. October 1986
- d. Direct costs for overall period - \$2,500
- e. To assess predictors of sexually transmitted diseases in adolescent females (at Baylor Teen Health Clinics).

Development of an Educational Program to Train Volunteers and Foster Families to Work with HIV Positive Children

- a. Funded by the Bureau of Maternal Child Health and Resources Development Program, Health Resources and Services Administration, Department of Health and Human Services, Pediatric AIDS Demonstration grant. National Issues of High Priority.
- b. Principal Investigator
- c. August 1989 - September 1991
- d. Overall direct costs - \$135,586
- e. Development of an educational videotape and training manual to recruit and train volunteers to take care of HIV positive children.

Development of a Model Training Program to Improve Disease Management Skills of Primary Caretakers of HIV Infection

- a. Funded by the Bureau of Maternal Child Health and Resources, Development Program, Health Resources and Services Administration, Department of Health and Human Services; Pediatric AIDS Demonstration Grant. National Issues of High Priority. Supplemental grant to BRH-PB0601-01.
- b. Principal Investigator
- c. September 1990 - August 1992
- d. Overall direct costs - \$96,707
- e. Development of a training manual and patient education materials for caregivers of HIV positive children.

HIV/AIDS Education Project for Homeless Youth.

- a. Funded by the U.S. Conference of Mayors.
- b. Consultant
- c. March 1991 – February 1992
- d. Overall direct costs - \$50,000
- e. Implementation of teen health teaching modules, training, Train the Trainer Program, Covenant House Texas.

Development and Demonstration of a Comprehensive Disease Management Program for Parents, Foster Parents and Other Caretakers of Children with HIV Infection.

Baylor College of Medicine – Teen Health Clinic

- a. Funded by the Bureau of Maternal Child Health and Resources Development Program, Health Resources and Services Administration, Department of Health and Human Services. Pediatric AIDS Demonstration grant. National Issues of High Priority.
- b. Principal Investigator
- c. August 1990 - May 1995
- d. Annual direct costs - \$188,646
- e. Implementation of a training program for caregivers of HIV positive children in Houston, San Antonio and Dallas, Texas.

Training Program for Health Care Professionals Serving Llano Memorial Hospital Service Area, Llano, Texas, on Physical and Sexual Abuse in Children and Adolescents.

- a. Funded by the Children's Justice Act of Texas.
- b. Consultant
- c. May 1994 - December 1995
- d. Consultant budget - \$4,170
- e. Trainer, health care professionals serving Llano Memorial Hospital service area, Llano, Texas. Medical evaluation of sexual abuse in children and adolescents.

Hymenal Changes in Pre-pubertal Girls Due to Sexual Abuse.

- a. Funded by the National Institute for Mental Health (RO1) - P.I. Abigail Berenson M.D.
- b. Co-Investigator and P.I. Subcontract
- c. August 1994 - December 1997
- d. Direct costs for overall period (Subcontract) - \$128,009
- e. A case-control study of anatomic changes resulting from sexual abuse in pre-pubertal females 4 to 8 years of age. Cases of sexual abuse recruited from the Child Protective Health Clinic, Texas Children's Hospital and controls recruited from UTMB, Galveston, Texas

Title X Federal Services Contract.

- a. Funded by the Women's Health Division, Texas Department of Health.
- b. Service Provider/Medical Director
- c. July 1996 – present
- d. Salary support - 28%
- f. To provide free reproductive health services and direction/supervision/services to the Baylor Teen Health Clinics.

Leadership Education in Adolescent Health

- a. Funded by the Maternal and Child Health Bureau, Health Resources and Services Administration.
- b. Co-Principal Investigator and Coursework Coordinator
- c. July 1, 1997 - June 30, 2002
- d. Direct costs for overall period - \$1,500,000
- e. The goal of the program is to train leaders in adolescent health in clinical service, public health, research, teaching and administration. A 1 to 3 –year training program for masters and postdoctoral level trainees in medicine, nursing, nutrition, psychology, public health and social work.

A Program to Increase Folic Acid Intake in Young Women.

- a. Funded by the March of Dimes Gulf Coast Chapter.

- b. Principal Investigator
- c. January 1, 1999 - December 2000
- d. Direct costs of overall period - \$48,682
- e. An educational program to promote folic acid intake in young women at three reproductive health clinics (Baylor Teen Health Clinics at Ben Taub Hospital, Lawn and Cavalcade clinics).

STDs in Young Women: A Stage-based Intervention to promote STD screening

- a. Funded by the National Institute of Allergy and Infectious Diseases
- b. Principal Investigator (RO1)
- c. March 1, 2001 - February 28, 2005
- d. Direct costs for overall period - \$1,062,637
- e. A randomized clinical trial to assess a behavioral intervention (using the Transtheoretical Model) to promote STD screening in young women at a reproductive health care clinic – (Baylor Teen Health Clinic at Lawn – a community-based clinic).

Leadership Education in Adolescent Health

- a. Funded by the Maternal and Child Health Bureau, Health Resources and Services Administration (New competitive grant).
- b. Co-Project Director and Coursework Coordinator
- c. July 1, 2002 - June 30, 2007
- d. Direct costs of overall period - \$1,800,000
- e. The goal of the program is to train leaders in adolescent health in clinical service, communication, public health and accountability. A 1-to 3-year training program for masters and postdoctoral level trainees in medicine, nursing, nutrition, psychology, public health and social work.

Leadership Education in Adolescent Health

- a. Funded by Maternal and Child Health Bureau, Health Resources and Services Administration – (New competitive grant).
- b. Co-Principal Investigator and Coursework Coordinator
- c. July 1, 2007 - June 30, 2012
- d. Direct costs of overall period - \$1,910,715
- e. This is a 1-to 3-year training program for masters and postdoctoral level trainees in medicine, nursing, nutrition, psychology, public health and social work. The overarching goal of the program is to train leaders in adolescent health by: (1) addressing the importance of maintaining a strong infrastructure of interdisciplinary faculty and trainees; (2) maintaining a strong interdisciplinary curriculum encompassing 4 key areas: clinical service, communication skills, public health perspective, and accountability to constituents, entwined with the central conceptual framework we term “conductive leadership;” and; (3) assessing the impact of leadership training developed over the past 10 years on individual trainees, alumni and faculty.

Evaluation of Abstinence-only and Abstinence-Plus HIV, STI and Pregnancy Prevention for Middle School Students

- a. Funded by D.H.H.S. Administration for Children and Families – P.I. Christine Markham Ph. D.
- b. Co-Investigator and PI Subcontract

- c. September 2007 – Spring 2010
- d. Direct costs for overall period (Subcontract) - \$135, 944
- e. This subcontract involves STI testing (chlamydia, gonorrhea and trichomonas) in 10th grade as a biological marker and outcome measure of a three-arm randomized controlled trial that has followed a cohort of 7th grade students from 15 middle schools in Houston who received a risk-avoidance and risk reduction curriculum on sexual behavior and related psychosocial variables.

Project Passport: Engaging Pregnant Adolescents in a Journey of Self-Discovery and Commitment to the Future

- a. Funded by Office of Adolescent Pregnancy Prevention, American Family Life, Cooperative Agreement
- b. Medical Director/Co-Investigator
- c. September 2010 - November 2011
- d. Direct cost for 5 years \$2,832,903
- e. An innovative intervention to prevent repeat pregnancy, intimate partner violence and depression, promote high school completion, child immunizations and involvement of the baby's father will be evaluated against standard care among adolescent mothers attending the Baylor Teen Health Clinics.

Expanded Primary Health Care Services in Family Planning Clinics

- a. Department of State Health and Human Services (DSHS)
- b. Medical Director 10% FTE
- c. November 2013 – present
- d. Direct Cost - \$816,666.
- e. Facilitate and supervise expanded primary health care at Family Planning Clinics

A. National Scientific Participation

- a. Journal Editorial Boards:
 - Adolescent and Pediatric Gynecology, 1992 - 1995
- b. Grant Review Panels:
 - Scientific Review Group –
American Family Life Demonstration Projects (CARE Services), Office of Adolescent Pregnancy Prevention (OAPP), Washington D.C., June 1, 2005
 - ZHD1DRG-D25 1, Adolescent Medicine Trials Network for HIV/AIDS Interventions (ATN) , National Institute of Child Health and Human Development (NICHD), Silver Springs MD, August 4 and 5, 2005.
 - American Family Life Demonstration Projects (CARE Services), Office of Adolescent Pregnancy Prevention (OAPP), Washington D.C., August 4, 2006.
 - ZRG1 BBBP-N (50) R, Center for Scientific Review , National Institutes of Health, Special Emphasis Panel, Family Planning Service Delivery Improvement Research, Office of Population Affairs, Video conference July 22, 2008.

ZAI1 MMT-M (M1) 1 - Sexually Transmitted Infections Cooperative Research Centers, National Institutes for Allergy and Immunological Diseases (NIAID) Silver Springs MD, March 3-5, 2009.

ZHD1 DSR-A 15 1, Adolescent Medicine Trials Network for HIV/AIDS Interventions (ATN), National Institute of Child Health and Human Development (NICHD) and National Institutes for Health, Silver Springs MD, July 8 and 9, 2010.

ZAI1 QV-M (J1) - Clinical Trial Planning & Implementation Grants (R34) (R01) (U01), Special Emphasis Panel, National Institutes for Allergy and Immunological Diseases (NIAID), Teleconference, December 17, 2010.

HRA_HSR/2011/7 - Health Research Board Ireland; Health Research Awards 2011, Health Services Research Committee; December 20, 2010.

ZAI1 QV-M (J2) - Clinical Trial Planning & Implementation Grants (R34) (R01) (U01), Special Emphasis Panel, National Institutes for Allergy and Immunological Diseases (NIAID), Teleconference, September 30, 2011.

ZAI1 QV-M (J2) - Clinical Trial Planning & Implementation Grants (R34) (R01) (U01), Special Emphasis Panel, National Institutes for Allergy and Immunological Diseases (NIAID), Teleconference, Oct 5th, 2012.

Leadership Group for a Clinical Research Network on HIV/AIDS and HIV-associated Infections in Pediatric and Maternal Populations (UM1), National Institutes for Allergy and Immunological Diseases (NIAID) Silver Springs MD, May 14-15, 2013.

ZAI1 -QV-M -J1 - Clinical Trial Planning & Implementation Grants (R34) (R01) (U01), Special Emphasis Panel, National Institutes for Allergy and Immunological Diseases (NIAID), Teleconference, December 5, 2013.

Sexually Transmitted Infections Cooperative Research Centers, National Institutes for Allergy and Immunological Diseases (NIAID) Silver Springs MD, March 17-18, 2014.

Manuscript Reviews -

Reviewer, *New York State Journal of Medicine*, 1984

Reviewer, *Pediatrics*, 1985, 1989, 1994, 1995, 1996 - present

Reviewer, *Journal of Adolescent Health*, 1990 - 1997, 2002 - present

Reviewer, *Journal of Pediatrics and Adolescent Gynecology*, 1992 - 1998, 2002 - present

Reviewer, *American Journal Obstetrics & Gynecology*, 1993

Reviewer, *Archives of Pediatrics and Adolescent Medicine*, 1994, 1995, 1997 – 2000

Reviewer, *Sexually Transmitted Infections*, 2002 – present

Reviewer, *Preventive Medicine*, 2005 - present

Reviewer, *J Women's Health*, 2006

Reviewer, *BMJ Public Health*, 2006

c. Professional Societies:

Member, Society for Adolescent Medicine (SAM) - name change Society for Adolescent Health and Medicine (SAHM) 2011, 1982 – present
Member, Harris County Medical Society, 1984 - present
Member, Southern Society of Pediatric Research, 1985 - 1997
Member, Texas Pediatric Society, 1985 - 1997
Member, American Academy of Pediatrics, 1986 - present
Member, Section on Child Abuse and Neglect, American Academy of Pediatrics, 1990 - 1995
Member, North American Society for Pediatric and Adolescent Gynecology, 1992 - present
Member, Center for AIDS Research (CFAR), Baylor College of Medicine, 2003 – present
Member, American Society for Sexually Transmitted Diseases Association (ASTDA), 2003 - present

Elected Positions:

Member, Abstract Review Committee, North American Society for Pediatric and Adolescent Gynecology, 1991 – 1992
Chair, Committee on Adolescence, Texas Pediatric Society, 1991 – 1994
Member, Awards Committee, Society for Adolescent Medicine, 1991 – 1995
Member, Abstract Review Committee; Society for Adolescent Medicine, 1991 – 1999
Co-Chair, STD Interest Group, Society for Adolescent Medicine, 1993 – 1995
Member, Program Committee, Society for Adolescent Medicine, 1994 - 1995
Workshop Coordinator, Society for Adolescent Medicine, Annual Meeting, 1995, 1996
Member, Nominations Committee, Society for Adolescent Medicine, 1997 - 1999
Member, Texas State Adolescent Committee, Texas Department of Health, July 1997 - 2001
Board of Directors, Society for Adolescent Medicine, March 2001 - March 2004
Member, Abstract Review Committee, Pediatric Academic Societies, Adolescent Medicine Section, 2003
Member, Adolescent Medicine Certification Examination, American Board of Pediatrics, June 2010 – 2015
Member, Adolescent Medicine Credentialing Subcommittee, American Board of Pediatrics, June 2010 – 2015
Member, Texas School Health Advisory Committee, July 2008 -2014
Member, Nominations Committee, Society for Adolescent Medicine, 2009 – 2011
Chair, ad hoc Advocacy Committee on Strategic Planning, Society for Adolescent Medicine, 2009
Member, Development Committee, Society for Adolescent Health and Medicine, 2010 - 2014

d. Invited Lectures, Presentations, Research Seminars: National, International:

Invited Lectures/Presentations – National:

Regional Coordinator, Multi-site Conference sponsored by Society of Adolescent Medicine, National Institute of Child Health and Human Development, National Institute of Drug and Alcohol Abuse, Bureau of Maternal Child Health, National Institute of

Mental Health: HIV Infection in Youth: The Greatest Challenge of All. Houston, Texas, September 1989.

Moderator, Poster Session on STDs non-HIV, Society for Adolescent Medicine, 1998

Moderator: Research Plenary Session, Sexually Transmitted Infections, Society for Adolescent Medicine, March 2005

Representative, Board of Directors, Society for Adolescent Medicine (SAM) – Advocating alliance between Society for Adolescent Medicine and Pediatric Academic Societies. Presentation to SAM Board of Directors Meeting, March and September 2002. Alliance approved September 2002.

Invited Lectures/Presentations – International:

None

Research Presentations – National:

Screening for pharyngeal gonorrhea in urban teenagers. Chacko MR, Phillips S, Jacobson MS. Annual Society of Pediatric Research Meetings San Francisco, California, April 1981 (Oral).

Iron deficiency in urban adolescents. Fitzpatrick SB, Chacko MR, Heald FP. Annual Society of Adolescent Medicine Meeting, New Orleans, Louisiana, October 1982 (Poster).

Continuity of care and test of cure rates for gonorrhea in teenagers. Chacko MR, Wells R, Phillips S. Annual Society of Adolescent Medicine Meeting, San Francisco, California, October 1983 (Oral).

Playing the lottery at a STD Clinic. Chacko MR, Cromer B, Phillips S. Annual Society of Adolescent Medicine Meeting, Denver, Colorado, March 1985 (Oral).

Health needs of young males attending a STD clinic. Chacko MR, Phillips S. Annual Society of Adolescent Medicine Meetings, Denver, Colorado, March 1985 (Oral).

Increasing appointment-keeping compliance through telephone reminders: Does it ring true? Cromer BA, Chacko MR, Phillips S. Annual Society for Behavioral Pediatrics Meeting, Washington, D.C., May 1985.

Vaginal douching in teenagers attending a family planning clinic. Chacko MR, McGill L, Johnson T, Nennery S. Annual Southern Society of Pediatric Research Meeting, New Orleans, Louisiana, January 1987 (Oral) and Annual Society of Adolescent Medicine Meeting, Seattle, Washington, March 1987 (Poster).

Recurrent chlamydial cervicitis in young women at a family planning clinic. Chacko MR, Smith PB, McGill L. Third Annual Symposium of North American Society of Pediatric and Adolescent Gynecology, Houston, Texas, September 1988 (Poster).

Bacterial vaginosis in young women: Clinical assessment and risk factors. Chacko MR, Regard MM, Kozinetz C, Smith PB. Annual meeting of the Southern Society of Pediatric Research, New Orleans, Louisiana, January 1990 (Oral).

Examination of the hymen in the sexually abused child: Interobserver reliability. Chacko MR, Mishaw CO, Kozinetz C, Bermudez A. Fourth Annual Symposium, North American Society for Pediatric and Adolescent Gynecology, Costa Mesa, January 1990 (Oral).

AIDS and adolescents. Knowledge, attitudes and behaviors of homeless youth. Sugerman SB, Hergenroeder AC, Chacko MR, Parcel G. HIV research session, Twentieth Annual Meeting, Society of Adolescent Medicine, Atlanta, Georgia, March 1990 (Oral).

Social cognitive theory applied to recruitment of volunteers for families with HIV infection. Bartholomew K, Chacko MR, Knutson K, Probst D, Saunders A, and Project SHARE. Sixth International Conference on AIDS, San Francisco, California, June 1990 (Poster).

Endocervical polymorphonuclear cells: Screening tool for chlamydial and gonococcal cervicitis. Regard MM, Chacko MR, Kozinetz CA, Smith PB. Annual Meeting of Southern Society for Pediatric Research, New Orleans, Louisiana, January 1991 (Oral).

Investigation of disease management behaviors necessary for parents and other caregivers of HIV positive children. Bartholomew LK, Schwartz P, Hanson IE, Chacko, MR, Saunders, AE, and Probst, D.C. Presented at the Sixth National Pediatric AIDS Conference, Washington, D.C., February 1991 (Poster).

Detection of vaginal and cervical leukocytes by LE dipstick. Collins KC, Chacko MR, Hergenroeder AC, Dunne WM, Kozinetz CA. Annual meeting, Southern Society for Pediatric Research, Annual meeting, New Orleans, Louisiana, January 1992 (Oral).

Leukocyte esterase LE dipstick: Screening for vaginal and cervical leukocytes and infection in young women. Chacko MR, Hill R, Kozinetz CA, Dunne WM, Collins KC, Hergenroeder AC. Presented at the Seventh Annual Meeting of the North American Society for Pediatric and Adolescent Gynecology, Colorado Springs, Colorado, April 1993 (Poster).

Partner notification by adolescent females with gonorrhea and chlamydia infection. Chacko MR, Smith PB, Kozinetz CA. Annual meeting, Southern Society for Pediatric Research Annual meeting, New Orleans, Louisiana, February 1997 (Poster).

Use of a culturally and age sensitive education skit to improve knowledge about self-efficiency toward obtaining a Pap smear in Hispanic adolescents (abstract). Richardson R, Njoroge W, Gutierrez G, Chacko MR, Hergenroeder A. Annual Meeting, Society for Adolescent Medicine, Los Angeles, California, March 1999 (Poster).

Primary Dysmenorrhea: It's prevalence and impact on adolescent Hispanic females. Banikarim C, Chacko MR, Kelder S. Highest ranking paper presentation at the Annual

Meeting, North American Society for Pediatric and Adolescent Gynecology, New Orleans, Louisiana, June 1999 (Oral).

A case control study of anatomic changes, which result from sexual abuse. Berenson AB, Chacko MR, Wiemann CM, Mishaw CO, Friedrich WN, Grady JJ. Eighteenth Annual Meeting of the American Gynecological and Obstetrical Society, Carlsbad, California, September 1999 (Oral).

Prevention of neural tube defects by folic acid intake: Knowledge and behavior in sexually active women. Chacko MR, Grover JL, Francois M, Smith PB, Kozinetz CA. Annual Meeting, Society of Adolescent Medicine, Arlington, Virginia, March 2000 (Poster).

Vaginal douching in adolescent females at a family planning clinic. Foch BJ, McDaniel N, Chacko MR. Annual meeting, North American Society for Pediatric and Adolescent Gynecology, Atlanta, Georgia, June 2000 (Oral).

Application of the transtheoretical model to STD screening behaviors in young women. Banikarim C, Chacko MR, Wiemann CM, Smith PB. Annual Meeting, Society of Adolescent Medicine, San Diego, California, March 2001 (Poster).

Screening for gonorrhea and chlamydia in young women: The processes of change. Chacko MR, VonSternberg K, Velasquez MR. Annual Meeting, Society of Adolescent Medicine, Seattle, Washington, March 2003 (Poster).

Implementation of urine testing for chlamydia and gonorrhea in a community clinic. Chacko MR, Barnes C, Wiemann CM, DiClemente R. Annual Meeting, Society of Adolescent Medicine, St. Louis, Missouri, March 2004 (Poster).

New sexual partners and readiness to seek screening for chlamydia and gonorrhea screening: Predictors among young women. Chacko MR, Wiemann C, Kozinetz C, DiClemente R, Smith PB, Velasquez M, von Sternberg K. Annual Meeting, Society of Adolescent Medicine, Los Angeles, March 2005 (Poster).

Dating and Sexual Attitudes in Asian Adolescents – An exploratory Study. Lau, M, Markham C, Chacko M. Annual Meeting, Society of Adolescent Medicine, Los Angeles, March 2005 (Poster).

Health Literacy, Reading Comprehension, and Risk for Sexually Transmitted Infections (STIs) in Young Women: Are They Related? Needham HE, Wiemann CM, Tortelero SR, Chacko MR. Annual Meeting, Society of Adolescent Medicine, Boston, March 25, 2006 Oral Presentation.

Pros and Cons to Young Women Seeking Chlamydia and Gonorrhea Screening: A Qualitative analysis. von Sternberg K, Chacko M, Velasquez M, Wiemann C, Smith P, Di Clemente R. 2006 National CDC STD Prevention Conference, Jacksonville, FL - May 9, 2006 (Poster)

Efficacy of a stage-based behavioral intervention to promote chlamydia and gonorrhea screening in young women. A Randomized Controlled Trial. . Chacko

MR, Wiemann C, Kozinetz C, Smith PB, Velasquez M, von Sternberg K, DiClemente R. 2006 National CDC STD Prevention Conference, Jacksonville, FL, May 9, 2006 (Oral)

Young Women's Perspective of the Pros and Cons to Seeking Screening for Chlamydia and Gonorrhea: An Exploratory Study. Chacko MR, von Sternberg K, Velasquez M, Wiemann C, Smith PB, DiClemente R. , 2008 Annual Conference of the Society of Social Work and Research. Wash D.C. January 2008.

Weimann CM, Chacko MR, Kozinetz CA, DiClemente R, Smith PB, Velasquez MM, von Sternberg K. Correlates of Consistent Condom use with Main-New and Main-Old Sexual Partners. Poster presentation, Annual Scientific Meeting, Society for Adolescent Medicine, Greensboro, NC, March 27, 2008.

Needham S, Rickert VI, Chacko M, Wiemann CM. Can You Predict Contraceptive Use of Adolescent Mothers at 12 Months Post Partum? Poster presentation, Annual Scientific Meeting, Society for Adolescent Medicine, Greensboro, NC, March 27, 2008.

Anandam J, Kozinetz C, Smith P, Chacko M. Prevalence of Chlamydia and Gonorrhea in Young Women: Switching from DNA Probe to NAAT in Family Planning Clinics. Poster presentation, Annual Scientific Meeting, Society for Adolescent Health and Medicine, Toronto, Canada, April 8, 2010.

Smith PB, Novello G, Chacko MR. The Effect of Prescription Referral at a School-based Clinic on Contraceptive Compliance. Poster presentation, Annual Convention, National Assembly of School Based Health Care. June 17, 2010, Arlington, VA.

Buzi R, Wiemann C, Smith PB, Chacko MR, Peskin M, Kozinetz C. Project Passport: Engaging Pregnant Adolescents in a Journey of Self-Discovery and Commitment to the Future. Poster presentation, Office of Adolescent Pregnancy Programs National Care Grantee Annual Conference, San Antonio, TX, December 14 - 15, 2010.

Can Adolescents Participating in a School-based Research Project Receive STI Treatment in Off-Campus and Non-Clinic Settings? Mariam Chacko M. D., Christine Markham Ph.D., Stacy Crandall MSN, Melanie Thiel M.P.H., Jennifer Torres M.P.H. Poster presentation, Society for Adolescent Health and Medicine Annual meeting, Seattle, WA, March 30, 2011

Does Immediate Access to Birth Control Help Prevent Pregnancy? A Comparison of Onsite Provision versus Off Campus Referral for Contraception at Two School-based Clinics Peggy B. Smith, Ph.D., Gabrielle Novello, B.A., Mariam R. Chacko, M.D. Poster presentation Society for Adolescent Health and Medicine Annual meeting, Seattle, WA, March 31, 2011.

Buzi R, Smith P, Wiemann C, Chacko M, Kozinetz C, Peskin M. Engaging Adolescent Fathers in Parenting and Pregnancy Prevention. Poster presentation, Maternal and Child Health Section, American Public Health Association Annual meeting, Washington D.C., Oct 29-Nov 2, 2011.

Buzi R, Smith P, Wiemann C, Chacko M, Kozinetz C, Peskin M. Project Passport: Engaging Pregnant Adolescents in a Journey of Self-Discovery and Commitment to the Future. Poster accepted for the 2013 Annual Meeting of the Society for Adolescent Health and Medicine, Atlanta, GA, March 15 2013.

Westers NJ, Wiemann CM, Buzi R, Chacko MR, Smith, P. From the Young Males' Perspective: Preventing Sexually Transmitted Infection and Unintended Pregnancy. Poster accepted for the 2013 Annual Meeting of the Society for Adolescent Health and Medicine, Atlanta, GA, March 13-16, 2013.

Smith PB, Chacko MR. Does Immediate Access to Birth Control Help Prevent Pregnancy? A Comparison of Onsite Provision Versus Off- Campus Referral for Contraception at Two School-based Clinics. Oral presentation, First Annual Meeting of the Baylor College of Medicine's Reproductive Health Research Center, Baylor College of Medicine, Houston, TX, April 14, 2014.

Research Presentations – International:

Comprehensive service to high-risk youths attending a STD clinic. Chacko MR, Phillips S. International symposium in Adolescent Medicine, Jerusalem, Israel, July 1983.

Influence of weight and height on hymenal measurements in pre-pubertal girls. Berenson AB, Chacko MR, Wiemann CM. XII World Congress of Pediatric and Adolescent Gynecology, Helsinki, Finland, July 1998.

B. Publications

a. Full Papers

i. Published in Referred Journals:

Chacko MR, Phillips S, Jacobson MS. Pharyngeal gonorrhea in urban teenagers. *Pediatrics*, October 1982, 70(4):620-623 (University of Maryland, Baltimore, Maryland).

Fitzpatrick SB, Chacko MR, Heald FP. Iron deficiency during late adolescence - diagnosis and risk factors. *J Adol Health Care*, April 1984, 5(2):71-74 (University of Maryland, Baltimore, Maryland).

Chacko MR, Lovchik J. Chlamydia trachomatis infection in teenagers - prevalence and risk factors. *Pediatrics*, June 1984, 73(6):836-840 (University of Maryland, Baltimore, Maryland).

Chacko MR, Jacobson MS, Fine JS, Heald FP. Disseminated gonococcal infection in teenagers. *Pediatric Review and Communication*, January 1987, 1(1):19-30 (University of Maryland, Baltimore, Maryland).

Chacko MR, Wells R, Phillip S. Test of cure for gonorrhea; who complies and does continuity of care help in teenagers? *J Adol Health Care*, May 1987, 8(3):261-265 (University of Maryland, Baltimore, Maryland).

Chacko MR, Cromer B, Phillips S. Playing the lottery at a STD clinic to increase compliance with the test of cure for gonorrhea. Sexually Transmitted Diseases, April - June 1987, 14(2):75-78 (University of Maryland, Baltimore, Maryland).

Cromer B, Chacko MR, Phillips S. Increasing appointment keeping through telephone reminders: Does it ring true? J Dev Behav Peds, June 1987, 8(8):133-135 (University of Maryland, Baltimore, Maryland).

Chacko MR, Butler J, Kirkland RT. Health care considerations for the profoundly hearing impaired adolescent. Clinical Pediatrics, August 1987, 26(8):395-397 (Baylor College of Medicine).

Chacko MR, McGill L, Johnson T, Smith P, Nenney S. Vaginal douching in teenagers attending a family planning clinic. J Adol Health Care, May 1989, 10(3):217-219 (Baylor College of Medicine).

Chacko MR, Smith PB, McGill L. Recurrent chlamydia cervicitis in young women at a family planning clinic. Adolesc Ped Gynecol, 1989, 2:149-152 (Baylor College of Medicine).

Smith PB, Chacko MR, Bermudez A. Concepts of contraceptive and sexuality knowledge among inner city middle school students from minority groups. The School Counselor, 1989, 37:103-108 (Baylor College of Medicine).

Smith PB, Chacko MR, McGill L. Sexually transmitted disease treatment and return for test of cure of adolescents in a family planning clinic. J of Adolesc Health, 1991; 12:49-52 (Baylor College of Medicine).

Sugerman SB, Hergenroeder AC, Chacko MR, Parcel G. AIDS and adolescents: Knowledge, attitudes and behaviors of homeless youth. AJDC, 1991; 145:431-36 (Baylor College of Medicine).

Chacko MR, Mishaw CO, Kozinetz C, Bermudez A. Examination of the hymen in the sexually abused child: Interobserver reliability. Adolesc Ped Gynecol, 1991, 4:187-193 (Baylor College of Medicine).

Chacko MR, Kozinetz C, Regard MM, Smith PB. Relationship between vaginal douching and lower genital tract infection in young women. Adolesc Ped Gynecol, 1992, 5:171-176 (Baylor College of Medicine).

Regard MM, Chacko MR, Kozinetz C, Smith PB. Cervical changes and endocervical polymorphonuclear cells: Predictors of gonococcal and chlamydia cervicitis in asymptomatic young women. Adolesc Ped Gynecol, 1993; 6:129-134 (Baylor College of Medicine).

Chacko MR, Kozinetz CA, Hill R, Collins K, Dunne M, Hergenroeder AC. Leukocyte esterase dipstick as a rapid screening test for vaginitis and cervicitis. J Pediatr Adolesc Gynecol, 1996; 9:185-189 (Baylor College of Medicine).

Purcell J, Chacko MR. Comorbidity of STDs. *Adolescent Medicine - State of the Art Reviews*, 1996; 7(3):443-448 (Baylor College of Medicine).

Chacko MR, Kozinetz CA, Smith PB. Assessment of oral contraceptive pill continuation in young women. *J Pediatr Adolesc Gynecol*, 1999, 12:143-148 (Baylor College of Medicine).

Chacko MR, Smith PB, Kozinetz CA. Understanding partner notification (patient self-referral method) by young women. *J Pediatr Adolesc Gynecol*, 2000, 13:27-32 (Baylor College of Medicine).

Berenson AB, Chacko MR, Wiemann CM, Mishaw CO, Friedrich WN, Grady JJ. A case-control study of anatomic changes which result in sexual abuse. *Am J Obstet Gynecol*, 2000, 182:820-832 (Baylor College of Medicine).

Banikarim CL, Chacko MR, Kelder S. Dysmenorrhea: Its prevalence and impact on adolescent Hispanic females. *Arch Pediatr Adolesc Med*, 2000, 154:1226-1229 (Baylor College of Medicine).

Foch BJ, McDaniel ND, Chacko MR. Racial differences in vaginal douching: Knowledge, attitude and practices among sexually active adolescents. *J Pediatr Adolesc Gynecol*, 2001, 14:29-33 (Baylor College of Medicine).

Berenson AB, Chacko MR, Wiemann CM, Mishaw CO, Friedrich WN, Grady JJ. Use of hymenal measurements in the diagnosis of previous penetration. *Pediatr*. 2002, 109:228-235 (Baylor College of Medicine).

Richardson R, Njoroge W, Gutierrez G, Chacko MR, Hergenroeder A. Use of a culturally and age sensitive education skit to improve knowledge about self-efficiency toward obtaining a Pap smear in Hispanic adolescents. *J Pediatr Adolesc Gynecol* 2002;15: 197-204 (Baylor College of Medicine).

Banikarim CL, Chacko MR, Wiemann CM, Smith PB. Gonorrhea and chlamydia screening among young women: Stages of change, decisional balance and self-efficacy. *J Adolesc Health* 2003; 32:288-295 (Baylor College of Medicine).

Chacko MR, Anding R, Kozinetz C, Grover J, Smith PB. Neural Tube Defects (NTDs): Knowledge and preconceptional prevention practices in young women. *Pediatr* 2003; 112: 536-42 (Baylor College of Medicine).

Chacko MR, Von Sternberg K, Velasquez M. Gonorrhea and chlamydia screening in sexually active young women: The processes of change. *J Adolesc Health* 2004; 34:424-427 (Baylor College of Medicine).

Chacko MR, Wiemann CM, Smith PB. Chlamydia and gonorrhea screening in asymptomatic young women. *J Pediatr Adolesc Gynecol* 2004; 17:169-178 (Baylor College of Medicine).

Wiemann C, Chacko M, Tucker J, Velasquez M, Di Clemente R, Smith, von Sternberg K. Enhancing Recruitment and Retention of Minority Young Women in Community –

Based Clinical Research. *J Pediatr Adolesc Gynecol* 2005; 18:403-7 (Baylor College of Medicine).

Chacko MR, Wiemann C, Kozinetz C, DiClemente R, Smith PB, Velasquez M, von Sternberg K. New sexual partners and readiness to seek screening for chlamydia and gonorrhea screening: Predictors among young women. *Sex Transm Infect*, 2006; 82: 75-79 - PMID: 16461612 (Baylor College of Medicine).

Chacko MR, von Sternberg K, Velasquez M, Wiemann C, Smith PB, DiClemente R. Young Women's Perspective of the Pros and Cons to Seeking Screening for Chlamydia and Gonorrhea: An Exploratory Study, *J Pediatr Adolesc Gynecol* 2008;21:187-93 - PMID:18656072- (Baylor College of Medicine).

Wiemann CM, Chacko MR, Kozinetz C, DiClemente R, Velasquez M, Smith PB, von Sternberg K. Predictors of condom use among young women with a main old and main new partner. *J Adolesc Health* epub 2009; 45; 296 -9. - PMID:19699427 (Baylor College of Medicine).

Lau, M, Markham C, Lin H, Flores G, Chacko M. Dating and Sexual Attitudes in Asian Adolescents – *J Adolesc Research*, 2009; 24: 91-113 (Baylor College of Medicine).

Chacko MR, Wiemann C, Kozinetz C, von Sternberg K, Velasquez M, Smith PB, DiClemente R. Efficacy of a Motivational Behavioral Intervention to Promote Chlamydia and Gonorrhea Screening in Young Women. A Randomized Controlled Trial. *J Adolesce Health* 2010; 46:97 – 161- PMID:20113921 (Baylor College of Medicine).

Needham HE, Wiemann CM, Tortolero SR, Chacko MR. Relationship between health literacy, reading comprehension, and risk for sexually transmitted infections in young women: *J Adolesc Health* 2010;46: 506-8. - PMID:20413090 (Baylor College of Medicine).

Smith PB, Novello G, Chacko MR. Does Immediate Access to Birth Control Help Prevent Pregnancy? A Comparison of Onsite Provision Versus Off- Campus Referral for Contraception at Two School-based Clinics. *J Applied Research on Children: Informing Policy for Children at Risk* (Open access) 2011; 2: Art 8; Available at <http://digitalcommons.library.tmc.edu/childatrisk/vol2/iss2/8> (Baylor College of Medicine).

Chacko M.R., Markham C, Theil M, Crandall SM, Peskin MF, Shegog R, Susan Tortolero S. Feasibility of Providing STI Testing and Treatment In Off-Campus, Nonclinic Settings for Adolescents Enrolled in a School-based Research Project. *J School Health* 2014; 84: 379- 86- PMID:24749920 (Baylor College of Medicine).

Buzi R, Smith P, Wiemann C, Chacko M, Kozinetz C, Peskin M. Project Passport: An Integrated Group-Centered Approach Targeting Pregnant Teens and Their Partners. *J Applied Research on Children: Informing Policy for Children at Risk*, (Open Access) 2014; Vol. 5: Iss. 1, Article 6. Available at: <http://digitalcommons.library.tmc.edu/childrenatrisk/vol5/iss1/6> (Baylor College of Medicine).

C.

Hastings ES, Chacko MR, Acosta AB, Hergenroeder AC, Wiemann CM. Evaluation of the The Professional Process Portfolio: An Innovative Tool to Help Develop and Demonstrate Leadership Competency. *Matern Child and Health J*, 2015; 19(2):280-9 - PMID: 25223548 (Baylor College of Medicine).

Chacko MR, Wiemann CW, Buzi R, Kozinetz C, Peskin M, Smith PB.. Choice of Postpartum Hormonal Contraception: Factors Predisposing Pregnant Adolescent's to Choose Less Effective Methods over LARC. *In press, J Adolesc Health*, December 2015 (Baylor College of Medicine).

b. Other Full Papers:

i. Published without review by peer group:

Fine JS, Chacko MR. Unusual presentations of secondary syphilis. *Human Sexuality*, February 1985, 19(2): 99-103 (University of Maryland, Baltimore, Maryland).

Chacko MR. Outpatient management of children and adolescents with sexually transmitted diseases. *Seminars in Pediatric Infectious Diseases*, 1990 1(4):371-82 (Baylor College of Medicine).

Chacko MR, Taber L. Epidemiology of sexually transmitted diseases in children and adolescents. *Seminars in Pediatric Infectious Diseases* 1993; 4:71-76 (Baylor College of Medicine).

Collins KC, Chacko MR. Urethritis and epididymitis in adolescent males. *Seminars in Pediatric Infectious Diseases*, 1993; 4:176-181 (Baylor College of Medicine).

Chacko MR. Diagnosis and management of genital ulcers. *Seminars in Pediatric Infectious Diseases*, 1993; 4:182-190 (Baylor College of Medicine).

Collins K, Chacko MR. Adolescent parenthood: role of the pediatrician. *Children and Youth Services Review*, 1993; 15:295-308 (Baylor College of Medicine).

Starke JR, Tan TQ, Chacko MR, Cleary TG, Connelly KK, Kline MW. Infectious diseases of public health significance among children and adolescents in Texas. *Texas Medicine*, 1994; 90:35-45 (Baylor College of Medicine).

Chacko MR, Rosenfeld WD. The uterine cervix: Diagnostic opportunities. *Pediatric Annals*, 1995, 24(6): 317-323 (Baylor College of Medicine).

Banikarim C, Chacko MR. Pelvic Inflammatory Disease. *Seminars in Pediatric Infectious Diseases*, 2005; 16:175-180 (Baylor College of Medicine).

ii. In Preparation:

Won T, Blumenthal-Barby, Chacko M. Paid Protection? Ethics of incentivized reversible

contraception in adolescents with alcohol and other drug use. Revise & Resubmit pending, *J Medical Ethics*, December 2015.

Chacko MR, Ryann Wynn, Smith PB. The Etonogestrel Subcutaneous Contraceptive Implant for Young Women at a Family Planning Clinic: User Characteristics and Clinical Experiences- *Data analysis in progress*.

c. Abstracts Given During Last 3 years:

Can Adolescents Participating in a School-based Research Project Receive STI Treatment in Off-Campus and Non-Clinic Settings? Mariam Chacko M. D., Christine Markham Ph.D., Stacy Crandall MSN, Melanie Thiel M.P.H., Jennifer Torres M.P.H. *J Adolesc Health* 2011; 48: S60 (Baylor College of Medicine).

Does Immediate Access to Birth Control Help Prevent Pregnancy? A Comparison of Onsite Provision versus Off Campus Referral for Contraception at Two School-based Clinics Peggy B. Smith, Ph.D., Gabrielle Novello, B.A., Mariam R. Chacko, M.D. *J Adolesc Health* 2011; 46: S107 (Baylor College of Medicine).

Westers NJ, Wiemann CM, Buzi R, Chacko MR, Smith, P. From the Young Males' Perspective: Preventing Sexually Transmitted Infection and Unintended Pregnancy. *J Adolesc Health* 2013; 52: S21 (Baylor College of Medicine).

d. Books

i. Complete Books Written:

None

ii. Books Edited:

Chacko MR, Taber L. Co-guest Editors, Ralph D. Feigin, Editor. Issue on *STDs and gynecological problems*, Part 1 and 2. *Seminars in Pediatric Infectious Diseases*, 1993, 4 (3) (Baylor College of Medicine).

Chacko MR, Guest Editor. Ralph D. Feigin, Editor, Issue on *Sexually Transmitted Infections in Adolescents*. *Seminars in Pediatric Infectious Diseases*, 2005, 16 (3). (Baylor College of Medicine).

iii. Book Chapters Written:

Chacko MR, Woods. Gynecological infections in childhood and adolescence. In Feigin RD and Cherry JD. Textbook of *Pediatric Infectious Diseases* (eds.) 3rd Edition. W.B. Saunders Company, Philadelphia, 1992, pp. 507-40; (Baylor College of Medicine).

Chacko MR. Infections of the female genital tract. In *Current Therapy in Pediatric Infectious Diseases*. 3rd Edition. Kaplan SL (Ed.). B.C. Decker an imprint of Mosby-Year Book, Inc., 1993, pp. 159-163; (Baylor College of Medicine).

Chacko MR, Woods C. Gynecological infections in childhood and adolescence. In Feigin RD and Cherry JD. Textbook of Pediatric Infectious Diseases (eds.) 4th Edition. W.B. Saunders Company, Philadelphia, 1997, pp. 509-548; (Baylor College of Medicine).

Purcell J, Chacko MR. Trichomonas infections. In Feigin RD and Cherry JD. Textbook of Pediatric Infectious Diseases (eds.) 4th Edition. W.B. Saunders Company, Philadelphia, 1997, pp. 406-411; (Baylor College of Medicine).

Chacko MR. Calymmatobacterium granulomatis. In Feigin RD and Cherry JD. Textbook of Pediatric Infectious Diseases (eds.) 4th Edition. W.B. Saunders Company, Philadelphia, 1997, pp. 1440-1442; (Baylor College of Medicine).

Chacko MR, Staat M, Woods C. Genital infections in childhood and adolescence. In Feigin RD, Cherry JD, Demmler GJ and Kaplan SL. Textbook of Pediatric Infectious Diseases (eds.) 5th Edition; Vol 1. Saunders, an Imprint of Elsevier Science, Philadelphia, Pennsylvania; 2003, Pgs: 562-604; (Baylor College of Medicine).

Chacko MR. Calymmatobacterium granulomatis. In Feigin RD, Cherry JD, Demmler GJ and Kaplan SL. Textbook of Pediatric Infectious Diseases (eds.) 5th Edition; Vol 1. Saunders, an imprint of Elsevier Science, Philadelphia, Pennsylvania; 2003, Pgs: 1608-1611; (Baylor College of Medicine).

Purcell J, Chacko MR. Trichomonas infections. In Feigin RD, Cherry JD, Demmler GJ and Kaplan SL. Textbook of Pediatric Infectious Diseases (eds.) 5th Edition; Vol 2. Saunders, an imprint of Elsevier Science, Philadelphia, Pennsylvania; 2003, Pgs: 2679-2684; (Baylor College of Medicine).

Banikarim C, Chacko MR. Pelvic Inflammatory Disease. In Braverman PK and Rosenfeld WD (eds). Sexually Transmitted Infections, Adolescent Medicine Clinics, 2004, 15; Pgs: 273-285; (Baylor College of Medicine).

Needham HE, Chacko MR. Breast Swelling and Enlargement. In Chung EK, Boom JA, George DA, Matz PS. Visual Diagnosis in PEDIATRICS; Lippincott Williams & Wilkins, a Wolsters Kluwer business; Philadelphia, Baltimore, New York; 2006; Pgs: 193- 197(Baylor College of Medicine).

Rickert V.I, Owen R, Chacko M.R. Sexual Assault and Victimization. In Neinstein L.S., Gordon C, Katzman D et al (eds). Adolescent Health: A Practical guide, 5th edition, Wolters Kluwer Health and Lippincott Williams & Wilkins; Philadelphia, New York; 2008; Pgs:1042 – 1055 (Baylor College of Medicine).
6th edition print pending.

Chacko MR, Staat M, Woods C. Genital infections in childhood and adolescence. In Feigin RD, Cherry JD, Demmler-Harrison GJ and Kaplan SL. Textbook of Pediatric Infectious Diseases (eds.) 6th Edition; Vol 1. Saunders - Elsevier, Philadelphia, 2009, Pgs: 575-616; (Baylor College of Medicine).

Chacko MR. Calymmatobacterium granulomatis. In Feigin RD, Cherry JD, Demmler-Harrison GJ and Kaplan SL. Textbook of Pediatric Infectious Diseases (eds.) 6th

Edition; Vol 1. Saunders - Elsevier, Philadelphia; 2009, Pgs: 1706-1709; (Baylor College of Medicine).

Purcell J, Chacko MR. Trichomonas infections. In Feigin RD, Cherry JD, Demmler – Harrison GJ and Kaplan SL. Textbook of Pediatric Infectious Diseases (eds.) 6th Edition; Vol 2. Saunders - Elsevier, Philadelphia; 2009, Pgs: 2861-2867; (Baylor College of Medicine).

Chacko MR, Staat M, Woods C. Genital infections. In Feigin & Cherry's Textbook of Pediatric Infectious Diseases; Cherry, Harrison, Kaplan, Steinbach, and Hotez (eds.) 7th Edition Elseviers Saunders, Vol 1, Philadelphia, 2013, Pgs: 560-591. (Baylor College of Medicine).

Chacko MR, Needham HE, Woods C. Genital infections. In Feigin & Cherry's Textbook of Pediatric Infectious Diseases; Cherry, Harrison, Kaplan, Steinbach, and Hotez (eds.) (Baylor College of Medicine). Revisions for 8th edition in progress

Chacko MR. Calymmatobacterium granulomatis. In Feigin & Cherry's Textbook of Pediatric Infectious Diseases; Cherry, Harrison, Kaplan, Steinbach, and Hotez (eds.) 7th Edition Vol 1. Elseviers Saunders, Philadelphia, 2013, Pgs: 1640-1644. (Baylor College of Medicine). Revisions for 8th edition in progress

Purcell J, Chacko MR. Trichomonas infections. In Feigin & Cherry's Textbook of Pediatric Infectious Diseases; Cherry, Harrison, Kaplan, Steinbach, and Hotez (eds.) 7th Edition Vol 1. Elseviers Saunders, Philadelphia, 2013, Pgs: 2887-2894. (Baylor College of Medicine). Revisions for 8th edition in progress

Chacko, MR. Contraception: Overviews of issues specific to adolescents. In: UpToDate Inc., www.uptodate.com; (Baylor College of Medicine).

Chacko MR. Pregnancy in adolescents. In: UpToDate Inc. www.uptodate.com; (Baylor College of Medicine).

Livengood III CH, Chacko MR. Clinical features and diagnosis of pelvic inflammatory disease. In: UpToDate Inc., www.uptodate.com; (Baylor College of Medicine) till June 2015.

Ross J, Chacko MR. Clinical features and diagnosis of pelvic inflammatory disease. In: UpToDate Inc., www.uptodate.com; (Baylor College of Medicine) from July 2015

Fishman MB, Aronson MD. Chacko MR. Evaluation of the child and adolescent with chronic abdominal pain. In: UpToDate Inc., www.uptodate.com; (Baylor College of Medicine).

Chacko MR., Chiou EH Management of the child and adolescent with chronic abdominal pain. In UpToDate Inc. www.uptodate.com; (Baylor College of Medicine).

5. e. Other Works Communicating Research Results to Scientific Colleagues:

6.

Chacko MR, Mishaw CO. Vaginal inspection in child sexual abuse in girls under thirteen. Child Abuse and Negl, 1988, 12:426; (Baylor College of Medicine).

Chacko MR. Management of chlamydial infections in adolescents. J Pediatr, 1993, 122:672; (Baylor College of Medicine).

Berenson AB, Chacko MR. A case-control study of anatomic changes which result in sexual abuse. Reply. Am J Obstet Gynecol, 2001, 184(5):1044-1045; (Baylor College of Medicine).

7.

e. Other Works Communicating Research Results to General Public:

8.

Videotape, “A Time to Share”. Recruitment videotape for volunteers taking care of HIV positive children. Public Relations Department, Texas Children’s Hospital and National AIDS Resource Center, Washington D.C., 1990; (Baylor College of Medicine).

Training Manual, “Time to Share”, for volunteers serving HIV Positive children. Public Relations Department, Texas Children’s Hospital and National AIDS Resource Center, Washington D.C., 1991; (Baylor College of Medicine).

Training Manual, “Caring”. Disease management program for caregivers of HIV positive children. Public Relations Department, Texas Children’s Hospital, National AIDS Resource Center, Washington, D.C., 1993; (Baylor College of Medicine).

Member, Texans for Healthy Kids Healthy Schools. Participated in education campaign writing and passage of House Bill No. 2202 at the 76th Texas Legislative Session. This bill specifically sets out the school-based health clinic grant program in the Texas Education Code, September 1998-March 1999; (Baylor College of Medicine).

Interviewed by Web MD - Folic acid use and prevention of neural tube defects. Society for Adolescent Medicine Annual Meeting, Arlington, Virginia, March 2000; (Baylor College of Medicine).

Texas Cervical Cancer Strategic Plan, Texas Department of State Health Services, December 2006.

http://www.dshs.state.tx.us/bcccs/PDF/cervical_cancer_strategic_plan.pdf

Consultant and Contributor, Patient Education Pamphlet: Birth Control: Choosing a method for Preventing Pregnancy. KRAMES, A MediMedia USA Company, January 2008

III. TEACHING INFORMATION

Didactic Course Work

a. Courses Taught at Baylor College of Medicine Within Primary Department:

Medical Students

The Adolescent Patient. Two 1-hour lectures a year to second-year medical students. Core Pediatrics Clinical Rotation, Baylor College of Medicine, Houston, Texas.

Parenting a Chronically Ill Child - Demonstration Interview. Physician, Patient and Society Course, first-year medical students, Baylor College of Medicine, Fall 1995.

Challenges of a Pediatric Interview - Demonstration interview. Physician, Patient and Society Course, first-year medical students, Baylor College of Medicine, Spring 1996.

Pediatric Residents (Department and Adolescent Medicine Rotation)

Eating Disorders diagnosis and management. Pediatric residents, Adolescent Medicine rotation, 1-hour lecture, 3 months a year – ongoing.

Menstrual problems. Pediatric residents, Adolescent Medicine rotation, 1-hour lecture, 3 months a year - ongoing.

Sexually Transmitted Infections. Pediatric residents, Adolescent Medicine rotation, 1-hour lecture, 3 months a year - ongoing.

Contraceptive Methods Counseling. Pediatric residents, Adolescent Medicine rotation, 1-hour lecture, 3 months a year - ongoing.

Recurrent Abdominal Pain. . Pediatric residents, Adolescent Medicine rotation, 1-hour lecture, 3 months a year - ongoing.

Contraceptive Counseling. Pediatric residents, Resident Primary Care Group, 1-hour lecture, 1995.

Breast Disorders. Pediatric residents, Resident Primary Care Group, 1-hour lecture, 1995, 1996.

Evaluation of Vaginitis and Cervicitis in Children and Adolescents. Pediatric residents, Resident Primary Care Group, 1-hour lecture, 1999, 2000.

Contraceptive Methods. Pediatric residents, Resident Primary Care Group, 1-hour lecture, 2000, 2002.

Eating Disorder: Diagnosis and Initial medical treatment approach – 1 hour lecture - 2014 to the present

Vaginitis, Cervicitis and Urethritis – 1 hour lecture - 2014 to the present

Contraceptive Methods - 1 hour lecture - 2014 to the present

Menstrual Cycle and Dysfunctional uterine Bleeding - 1 hour lecture - 2014 to the present.

D.

Adolescent Medicine Fellows

Syphilis. 1-hour lecture a year 1999 – 2002

Vaginitis and cervicitis 1-hour lecture a year since 1999.

Current chlamydia and gonorrhea testing methods since 1997

Contraceptive Methods. 1-hour lecture a year since 1999.

Breast Disorders. 1-hour lecture 2004

Genital ulcers 1-hour lecture a year since 2007 – present

Disseminated Gonococcal Infection, Case Conference, 1 hour 2009

STI Testing in Males who have sex with Males, 1-hour lecture July, 2010

Cultural Sensitivity in Adolescent Health Care. One-hour lecture, 2013, 2014

Developing a Curriculum Vitae/Resume. One-hour lecture, 2013

Management of recurrent Chronic Abdominal Pain in Adolescents, 2015

Epidemiology of STIs in adolescents and young adults: Application to clinical practice, 2015

STI/HIV Risk Reduction Counseling – One-hour interactive lecture, 2015

Pediatric Infectious Disease Fellows

Sexually Transmitted Infections in adolescents. 1-hour lecture, 2002, 2004 - present

Allied Health

Interdisciplinary Leadership Education in Adolescent Health Training Program, 1997 – present (CME approved course work)

Interviewing Adolescents. One-hour lecture a year, 1997 – 2001

Contraceptive Methods in Adolescents. One-hour lecture a year, 1997 - 2012.

School-based Clinics. One-hour lecture a year, 1997 - 2012.

Sexually Transmitted Disease/HIV. One-hour lecture, 2002. - 2012

Developing a Curriculum Vitae/Resume. One-hour lecture, since 2001 - 2012

Maternal Child Health Bureau – Clinical application of Title V state funds. One-hour lecture, 2003, 2010

Cultural Sensitivity in Adolescent Health Care. One-hour lecture, 2004.- 2012

Advocacy in Adolescent Health – 1 hour lecture 2010

b. Courses Taught at Baylor College of Medicine External to Primary Department:

Baylor Teen Health Clinic Staff In service Training

Emergency Contraception for Teenagers - 1998.

Importance of Folic Acid Promotion in Sexually Active Young Women - 1999

Sexually Transmitted Infections Update - 2002.

Developmentally-based Patient Education for Adolescents at Risk for Sexually Transmitted Diseases - 2003.

Sexually Transmitted Infections Update - 2003.

Hot Topics – Implementation of FDA Black Box warning on DMPA and decreased bone density, Revised pap smear guidelines in teenagers, use of metronidazole during first trimester of pregnancy – Feb 2005

STI Testing in Males who have sex with Males – 2009

Revised Pap smear guidelines – February 2010

Secondary Syphilis alert and update – October 2010

Update CDC STI Treatment Guidelines – December 2010

Review of Quick-start Contraception, Emergency Contraceptive pills, Pregnancy Options Counseling approach, Guidelines for prior abnormal pap smears – 2011

HPV types, genital pathology and treatment, MSM and STIs, 2012

Approach to young teens, 2013

Adolescent Consent and Confidentiality: Medico-legal aspects of delivering primary care and reproductive health services at the Teen Clinics, Oct 2014

Hot topics- Challenges of implementing federal and state law in school-based clinics; Delivering contraceptive services with and without consent in school-based clinics; maintenance of microscopic equipment and supplies- Dec 2014.

Pharmacokinetics of depo provera shots and etonogestrel implant for effective contraception in obese young women, Feb 2015.

Routine STI checkups in males seeking services in family planning clinics. April 2015.

Allied Health:

Compliance Behavior in Adolescents. Annual Behavioral Course. Physician Assistant's Program, Baylor College of Medicine, Houston, Texas, June 1989 - present.

Working with HIV Infected Children: Protecting Oneself. Knowledge College, Course for Texas Children's Hospital Volunteers, July 1991.

Universal Precautions. Protecting One Self Against All Infections Including HIV. Orientation every quarter, Junior League Volunteers at Texas Children's Hospital, 1990 - 1993.

c. Courses Taught at Other Institutions While at Baylor College of Medicine:

Application of Transtheoretical Model of Change to STD Screening in Young Women. Course on Transtheoretical Model of Change – Masters and Postdoctoral students in Public Health - Course Director: Mary Velasquez Ph.D., University of Texas School of Public Health, Houston, Texas, July 2000, 2 ½ hours.

Sexually Transmitted Diseases, Public Health 2998 - Epidemiology of Child and Adolescent Health Course - Masters and Postdoctoral students in Public Health – Course Directors, Steve Kelder, Deanna Hoeschler, Albert Hergenroeder, University of Texas, School of Public Health, Houston, Texas, July 2001, 1 hour.

Application of Transtheoretical Model of Change to STD Screening in Young Women. Course on Transtheoretical Model of Change – Masters and Postdoctoral students in Public Health - Course Director Mary Velasquez Ph.D., University of Texas School of Public Health, Houston, Texas, July 2002, 2 ½ hours.

Sexually Transmitted Diseases, Public Health 2998 - Epidemiology of Child and Adolescent Health Course - Masters and Postdoctoral students in Public Health –Course Directors, Steve Kelder, Deanna Hoeschler, Albert Hergenroeder, University of Texas, School of Public Health, Houston, Texas, February 2003, 1 hour.

Application of Transtheoretical Model of Change to STD Screening in Young Women. Course on Transtheoretical Model of Change – Masters and Postdoctoral students in Public Health - Course Director Mary Velasquez Ph.D., University of Texas School of Public Health, Houston, Texas, July 2004, 2 ½ hours.

B. Curriculum Development Work

Adolescent Medicine Syllabus, 1987

For rotating medical students and pediatric residents

- Recurrent abdominal pain
- Acne
- Performing a pelvic examination

Academic Ambulatory Pediatrics, Continuity Clinic, Ambulatory Care and Emergency Care syllabi, 1990 - 1994

For Pediatric Residents

- Recurrent abdominal pain
- Obesity
- Sexuality Issues in adolescents
- Approaching contraception in adolescents

Baylor College of Medicine – Teen Health Clinic

- Contraceptive methods in adolescents
- Pelvic inflammatory disease
- Genital ulcers

Physician, Patient and Society Course, 1994

First-year medical students, Baylor College of Medicine

- Heart and lung exam
- Lifecycle, heritage and culture.

Coursework Coordinator, Leadership Education in Adolescent Health Training Program, Section of Adolescent and Sports Medicine, Department of Pediatrics, Baylor College of Medicine, 1998 – May 2012.

Coordinator and member, Curriculum Subcommittee, Leadership Education in Adolescent Health Training Program, Section of Adolescent and Sports Medicine, Department of Pediatrics, Baylor College of Medicine, 2000 – May 2012.

LARC Training Program at BCM Teen Clinics for mid-level providers- Improving delivery of LARC (IUD insertions) - Training needs assessment and training program planning, June –July 2015.

C. Non-didactic Teaching While at Baylor College of Medicine

a. Resident Training:

Pediatric Residents (PL-I – PL3) and Adolescent Medicine Fellows (PL 4-6)

Approximately 40% time devoted to clinical supervision:

Adolescent Clinic, Texas Children's Hospital: Complex cases referred from the community with general medical problems, eating disorders, gynecological, psychosocial problems and teenagers with special health care needs. One-on-one preceptorship. Two clinic sessions a week year round till April 2014. Currently 1 clinic/month

Baylor Teen Health Clinic at Lee High School, free school-based clinic services (primary health care problems) One-on-one preceptorship. One clinic session per week during school year - ongoing

Baylor Teen Health Clinic at Ben Taub General Hospital, free reproductive and health care services to indigent teenagers and young adults. One-on-one preceptorship, 1 clinic session a week year round till Septemebr 2014.

Adolescent Inpatient Unit, Texas Children's Hospital – Attending Teaching Rounds – small group sessions. Interviewing adolescents, eating disorders and special needs of hospitalized adolescents with chronic illness. Three months a year – ongoing.

Adolescent Medicine Consultation Service, Texas Children's Hospital. Medication adherence problems in chronically ill teenagers, eating disorders, gynecological problems including pelvic inflammatory disease and menstrual problems in healthy teenagers,

chronically ill teenagers and teenagers on chemotherapy. One-on-one preceptorship. Three months a year - ongoing.

Covenant House Texas. General medical care to runaway and street youth. One-on-one preceptorship, 1 clinic session a week every summer x 6 weeks –till April 2015.

b. Clinical Fellow Training:

University of Maryland Hospital, Baltimore:

Joan Fine, MD, Section of Adolescent Medicine, University of Maryland Hospital, Baltimore, July 1983 - April 1984. Current: Practice – Adolescent Medicine, Belchertown, Massachusetts.

Section of Ambulatory Pediatrics, Baylor College of Medicine, Houston:

One-on-one clinical preceptorship:

Ana Bermúdez, M.D., July 1986 - June 1988. Current: Department of Pediatrics, San Juan City Hospital, San Juan, Puerto Rico.

Lynnette Mazur M.D., July 1986 - June 1988. Current: Department of Pediatrics, University of Texas Medical School, Houston, Texas.

Pablo Avendano, M.D., July 1990 - June 1993. Plymouth, Minnesota.

Nancy Kelly, M.D., July 1991 - June 1994. Current: Department of Pediatrics, Section of Academic General Pediatrics, Baylor College of Medicine, Houston, Texas.

Terry Turner, M.D., July 1993 - June 1996. Current: Department of Pediatrics, Section of Academic General Pediatrics, Baylor College of Medicine, Houston, Texas.

John Rott, M.D., July 1995 - June 1997. Current: Kaiser Permanente, Clinic for Special Needs (Children), San Diego, California.

Barbara Oettgen, M.D., July 1996 - June 1997. Current: Slingerlands, New York.

Section of Adolescent Medicine, Baylor College of Medicine, Houston:

One-on-one clinical preceptorship:

Catherine White M.D., January 1988 - December 1988. Current: 840th Strategic Clinic at Malstrom AFB, Great Falls, Montana.

Elizabeth Miller D.O., January 1989 - June 1990. Current: Medical Director, Teen Health Clinic, Cambridge Hospital, Cambridge, Massachusetts.

Kristin Cranmer Collins, M.D., July 1990 - June 1991. Current: Private Practice, Lake Oswego, Oregon.

Layla Dipp, M.D., July 1991 - December 1992. Current: Private Practice, San Diego, California.

Joan Purcell, M.D., July 1993 - June 1995. Current: Private Practice, The Woodlands, Texas.

Daniel Martineau, M.D., July 1995 - June 1996. Current: Military Adolescent Specialist, Air Force Base, California.

Chantay Banikarim, M.D., July 1997 - June 2000. Current: Adolescent Medicine Physician, St. Joseph's Children's Hospital, Phoenix, Arizona, Medical Director, Juvenile Detention System, Phoenix, AZ.

Michelle Schmidt, M.D., July 1998 - June 2000. Current: Assistant Professor, Department of Internal Medicine, Baylor College of Medicine, Houston, Texas.

Joel Brenner, M.D., July 1999 – June 2002. Current: Medical Director, Sports Medicine and Adolescent Medicine Program, Children's Hospital of the King's Daughters, Norfolk, Va.

Jennifer Feldman, M.D., July 2000 - June 2003. Current: Assistant Professor, Department of Pediatrics, Section of Adolescent Medicine & Sports Medicine, Baylor College of Medicine, Houston, TX.

May Lau, M.D., July 2001 – July 2004. Current: Assistant Professor, Department of Pediatrics, Section of General Pediatrics/Adolescent Medicine, University of Texas Southwestern, Dallas Children's Hospital, Dallas, TX.

Heather E. Needham, M.D., July 2002 – June 2005. Current: Attending Physician, Mount Sinai Hospital, New York, NY.

Paul Benson, M.D., July 2003 – 2006. Current: Assistant Professor, Attending Physician, Cincinnati Children's Hospital, University of Cincinnati, Cincinnati, OH

Howard Hinstroza, M.D., July 2004 – 2006. Current: Private practice, Houston, TX

Sharonda Taylor, MD., July 2005 – June 2008. Current: Assistant Professor, Department of Pediatrics, Section of Adolescent Medicine & Sports Medicine, Baylor College of Medicine, Houston, TX.

Erin Kish, MD., July 2006 – June 2009. Current: Student Health Service, Boston University, Boston, MA

Fareeda Haamid D.O., July 2007 – June 2010. Current: Section of Adolescent Medicine, Nationwide Children's Hospital, Columbus, OH.

Jamie Varughese M.D., July 2008 – June 2011. Texas Children's Pediatric Practice, Gulfgate, Houston, TX

Darcey Thornton, M.D., July 2009 – June 2011, Department of Pediatrics, Section of Adolescent Medicine, Cincinnati Children's Hospital Medical Center, OH.

Joanna Wojciechowska, M.D. July 2010 – 2013.

Meghna Sebastian, M.B; B.S; M.D. July 2011 – 2014

Lindsay Ewan M.D. July 2012- June 2013.

Elizabeth Bentley M.D. July 2013- June 2014.

Salina Mostajabian, M.D. July 2014 – present.

Brett Cooper, MD. July 2015- present

Sophie Remoue-Gonzales MD. July 2015- present

c. Fellow Research Training:

Ana Bermudez, M.D. Fellow, Section of Ambulatory Pediatrics; Dept.of Pediatrics/ BCM, Research Mentor July 1986 - June 1988 - (See publication 1989, 1991).

Kristin Cranmer Collins, M.D., Fellow, Section of Adolescent Medicine, Dept.of Pediatrics/ BCM, July 1990 - June 1991. (See publication 1996).

Chantay Banikarim, M.D., M.P.H. Fellow, Section of Adolescent Medicine, Dept.of Pediatrics/ BCM. January 1998 - June 2000 - (1) Research Mentor and Member Thesis Committee, Student Master's of Public Health, University of Texas School of Public Health, Houston, Primary dysmenorrhea in Hispanic adolescents. Research conducted through the Baylor Teen Health Clinics at Austin High School. Highest ranking paper presentation at Annual Meeting, NASPAG, June 1999 (See Publications, 2000); (2) Application of the Transtheoretical Model of Change to STD screening. Research conducted through the Baylor Teen Health Clinics at Ben Taub General Hospital (See publication 2003)

May Lau, M.D., M.P.H. Fellow, Section of Adolescent Medicine, Dept.of Pediatrics/ BCM,, Research Mentor, Student, Masters of Public Health, University of Texas School of Public Health, Houston - September 2001 - June 2004. Dating and Sexual Attitudes in Asian American adolescents. M.P.H. thesis. Poster presentation at Annual Meeting Society for Adolescent Medicine March 2005; (see publication 2009)

Heather E. Needham, M.D., M.P.H. Fellow, Section of Adolescent Medicine, Dept.of Pediatrics/ BCM, Research Mentor and Member Thesis Committee, Student Master's of Public Health, University of Texas School of Public Health, Houston - September 2002 – June 2005; Assessment of Health Literacy in Adolescent and Young Adult Females at Risk for Gonorrhea and Chlamydia Infection. Poster presentation at Annual Meeting Society for Adolescent Medicine March 2006 (see publication 2010).

Sharonda Taylor, M.D. Fellow, Section of Adolescent Medicine, Dept.of Pediatrics/ BCM,, Scholarship Oversight Committee, July 2006 -June 2008.

Erin Kish, M.D. Fellow, Section of Adolescent Medicine, Dept.of Pediatrics/ BCM,, Scholarship Oversight Committee, July 2007 – June 2010.

Fareeda Haamid D.O., Fellow, Section of Adolescent Medicine, Dept.of Pediatrics/ BCM, Scholarship Oversight Committee, July 2008 – 2011.

Darcey Thornton. M.D. Fellow, Section of Adolescent Medicine, Dept.of Pediatrics/ BCM, Scholarship Oversight Committee and Research Mentor, September 2010 – June 2011:

The Relationship between Rate of Weight Gain and Choice of Foods in Hospitalized Adolescents Females with Restrictive Eating Disorders: Clinical Observations during Nutrition Monitoring (Poster presentation for BCM Department of Pediatrics, Fellows Research Day, April 2011); Manuscript submission pending.

Joanna Wojciechowska, M.D., Fellow, Section of Adolescent Medicine, Dept.of Pediatrics/ BCM, Scholarship Oversight Committee, July 2011 – June 2013

Meghna Sebastian, MD, Fellow, Section of Adolescent Medicine, Dept.of Pediatrics/ BCM, Career Mentor, July 2012 – 2014.

Lindsay Hatzenbuehler M.D. Fellow, Section of Infectious Diseases, Dept.of Pediatrics/ BCM, Scholarship Oversight Committee, February 2013 – June 2015.

d. Graduate Student Research Training:

Bertrand J. Foch, M. D., Director, Health Department, Lake Charles, Louisiana; Research Consultant, Student Master's of Public Health, Tulane University, New Orleans, Louisiana. Vaginal douching in adolescents at a family planning clinic. Research conducted at the Lake Charles Health Department, Family Planning clinic, Lake Charles, Louisiana (See publication 2001). July 1998 - November 1999.

e. Pediatric Resident Research Training:

Jaisreelyn Anandam M.D. 2nd year pediatric resident – Research mentor and supervisor: Gonorrhea and Chlamydia infection: Comparison of prevalence rates between DNA Probe and Nucleic Acid Amplification Test in three community-based reproductive health clinics. Fall 2008 – present. Received Reba Hill Scholarship Award March 2009, \$500. Poster presentation Society for Adolescent Medicine, Annual Meeting, 2010 - J. Anandam, M.D., C. Kozinetz, Ph.D.; P. Smith, Ph.D., M. Chacko, M.D., Prevalence of Chlamydia, Gonorrhea, Co-infection in Young Women: switching from DNA Probe to Nucleic Acid Amplification test in Family Planning Clinics.

Caneita Creighton M.D., 2nd year Pediatric Resident. Mentor, Adolescent Medicine focus- development of parent pamphlet on pregnancy prevention and benefits of hormonal contraception. 2012- 2015.

f. Medical Student Research Training:

Monique Regard, MS IV student, Baylor College of Medicine, Houston, Texas, Research Supervisor, Cervical changes and endocervical polymorphonuclear cells on Gram's Stain: Predictors of gonococcal and chlamydia cervicitis in asymptomatic young women. Research conducted through the Baylor Teen Health Clinics (See Publication 1992, 1993). Feb 1988 - May 1989.

Susan B.T. Sugerman, MS IV Student Baylor College of Medicine - Member, Thesis Committee, Student Masters of Public Health, University of Texas School of Public

Health, Houston, Texas. AIDS and adolescents: knowledge, attitudes and behaviors of homeless youth. Research conducted at Covenant House clinic (See Publication 1991). July 1989 - May 1990.

g. Allied Health School Research Training:

Ryann Wynn, B.S., Physician Assistant student, Research Mentor/ Supervisor, Master's Thesis, Baylor College of Medicine, Houston, Texas.- The Etonogestrel Subcutaneous Contraceptive Implant for Young Women at a Family Planning Clinic: User Characteristics and Clinical Experiences. Poster presentation at Baylor College of Medicine (BCM) Physician Assistant Program Research Day, Razor Lounge, BCM, Wednesday, December 4, 2013

h. Medical Student Mentoring:

Elaine Levenson, MS IV student, Baylor College of Medicine, Houston, Texas. Research Supervisor, evaluation of sexually transmitted diseases in sexually assaulted adolescents seen at a children's hospital emergency center. Summer 1988.

Kimberly Aaron, Clinical Supervisor, MS IV student, Baylor College of Medicine, Houston, Texas, Special elective with Dr. Chacko. Summer 1990.

Misha Haqq, Mentor, MS- 2 Student, American Women's Medical Association - Student Mentorship Program -Baylor College of Medicine. 1998 - 2000.

Tiana Won MS IV student, Ethics Elective Track, Adolescent Medicine mentor. Review and analysis of ethics of incentivizing reversible contraception in adolescents with alcohol and other drug use. Submitted to *J Medical Ethics*. October 2015.

i. Medical Student Clinical Training:

Pediatric Core Rotation, 2-week rotations, Texas Children's Hospital, Adolescent Inpatient Unit, 3 months a year. Review cases with oral presentations 2 students, 1 hour a week, and review of written cases over 2 weeks, assess knowledge and skills at attending teaching rounds – till 1997.

Adolescent Medicine Elective. Precepting at Texas Children's Hospital, Adolescent Clinic –ongoing.

j. Nurse Practitioner Clinical Supervision:

Clinical Supervisor, phone consultant to Nurse Practitioners Baylor Teen Health Clinics at Ben Taub General Hospital and Lawn Clinic. Reproductive health services to predominantly young women.

Clinical Supervisor, one-on-one preceptor and phone consultant to Nurse Practitioner, Baylor Teen Health Clinic at Austin High School. Primary care services to middle and high school students.

Andrea Armstrong BS, RN, Clinical Supervisor, Women's Health practicum, Masters, Family Nurse Practitioner – Practice location -Baylor Teen Health Clinic at Ben Taub General Hospital, January – April 2008.

k. Leadership Education in Adolescent Health Program Trainees:

Demonstration of interdisciplinary clinical care to adolescents with complex health care problems. Direct team-based patient care and case discussions involving 2 medicine fellows, 1 nurse practitioner masters level trainee, 2 nutrition masters level trainee, 1 postdoctoral psychology fellow and 2 social work masters level trainees /year September - April annually 1997- 2012.

j. Allied Health:

Katie Dominguez, B.S., Physician Assistant student, Research Supervisor, Master's Thesis, Baylor College of Medicine, Houston, Texas. Assessment of perceived risk factors for Type II Diabetes among Hispanic adolescents. Research conducted through the Baylor Teen Health Clinics at Austin High School, 1997-1998.

Courtney Barnes, Summer Intern program, Community Health Sciences Option, Texas A&M University (TAMU). To gain field experience in research skills at Project R.O.S.E (Dr. Chacko's NIH funded project at the Baylor Teen Health Clinic at Lawn clinic). May - August 2002.

Elizabeth Roberts, Summer Intern program, Community Health Sciences Option, Texas A&M University (TAMU). To gain field experience in health education and counseling related clinical and research skills at Project R.O.S.E (Dr. Chacko's NIH funded project at the Baylor Teen Health Clinic at Lawn clinic). May - August 2003.

Ryann Wynn, B.S., Physician Assistant student, Research Supervisor, Master's Thesis, Baylor College of Medicine, Houston, Texas.- The Etonogestrel Subcutaneous Contraceptive Implant for Young Women at a Family Planning Clinic: User Characteristics and Clinical Experiences. 2012-2013.

k. Junior Faculty/Other Post Training Mentor/ Consultant:

Susan Sugerman M.D., Adolescent Medicine interdisciplinary private practice – Girls to Women Inc. June 2006 – present-

Jean S. Doak Ph.D., Psychology Faculty, Assistant Professor, Department of Pediatrics, Section of Adolescent Medicine & Sports Medicine, Baylor College of Medicine, Houston, TX.– Eating Disorders Research - March 2008 – 2009.

Sharonda A. Taylor M.D., Assistant Professor, Department of Pediatrics, Section of Adolescent Medicine & Sports Medicine, Baylor College of

Medicine, Houston, TX. – Hypertension Research funded by NIH Loan Repayment Program for clinical researchers – July 2008- 2012.

D. Lectures

a. International:

Adolescent Medicine - A New Subspecialty; Alumni Lecture, Christian Medical College Hospital, University of Punjab, Ludhiana, Punjab, India, December 1985.

Stress Management; Presentation, International Rett's Syndrome Conference, Houston, Texas, May 1988.

Overview of School Based/Linked Teenage Clinics in the U.S., Workshop Leader, Teenage Care and Counseling Workshop, Kochi, Kerala, India, sponsored by Child Development Center (UNICEF), Thiruvananthapuram, Kerala, India, October 1998.

Strategic Planning for District level Adolescent Clinics; Co-Chair and workshop presentation of Teenage Care and Counseling Workshop, Kochi, Kerala, India, sponsored by Child Development Center (UNICEF), Thiruvananthapuram, Kerala, India, October 1998.

Treating Adolescents in a Pediatric Office Practice; Presentation to Kochi Chapter of Indian Academy of Pediatrics, Kochi, Kerala, India, October 1998.

Young Women's Health; Presentation to Departments of Obstetrics & Gynecology, Pediatrics, Community Medicine and Psychiatry, Christian Medical College and Hospital, Vellore, University of M.G. Ramachandran (Madras), Tamil Nadu, India, February 3, 2004.

b. National:

Educational Aids in Adolescent Health Care. Workshop co-moderator, Society of Adolescent Medicine meetings, San Francisco, California, October 1983.

Evaluation of the Sexually Abused Child. Presented at the Sixth Annual Meeting, Christian Medical College Alumni Association of North America, Atlanta, Georgia, June 1988.

Chronic Abdominal Pain. Seminar panel member, Third Annual Symposium of the North American Society for Pediatric and Adolescent Gynecology, Houston, Texas September 1988.

Learning to Fish from Felix. Research presentation at Felix P. Heald Day, Tribute to a Scholar and Teacher, sponsored by the Dept. of Pediatrics, University of Maryland School of Medicine, Baltimore, Maryland, September 1990.

Adolescent and Growth Development. Workshop leader at the Annual meeting of the North American Society for Pediatric and Adolescent Gynecology, Colorado Springs, Colorado, April 1993.

Epidemiology of Sexually Transmitted Diseases in the United States. Workshop leader at Annual Meeting of the North American Society for Pediatric and Adolescent Gynecology, Atlanta, Georgia, April 1994.

PID and Tubo Ovarian Abscess. Co-workshop leader at Society for Adolescent Medicine Annual Meeting, Vancouver, B.C., Canada, March 1995.

Facilitating Factors and Barriers to Partner Notification. Co-moderator at the Society for Adolescent Medicine Annual Meeting, Sexually Transmitted Diseases Special Interest Group Session, Vancouver, California, March 1995.

Co-workshop leader, Public Health Aspects of Adolescent Health, National Youth Leadership Forum, Public Health Forum, Houston, Texas, July 1998.

9. Co-moderator, Medical Evaluation of the Sexually Abused Child and Adolescent. North American Society of Pediatric and Adolescent Gynecology Annual Meeting, New Orleans, Louisiana, June 1999.

10.

11. Co-moderator, NP/MD Collaboration: Breaching the Boundaries. Society for Adolescent Medicine Annual Meeting, Arlington, Virginia, March 2000.

Co-moderator, Medical Evaluation of the Sexually Abused Child: An Introduction. North American Society of Pediatric and Adolescent Pediatric Gynecology Annual Meeting, Atlanta, Georgia, April 2000.

Co-workshop moderator, Public Health Aspects of Adolescent Health, National Youth Leadership Forum in Medicine, Houston, Texas, July 2000.

Speaker, Seminar on “What’s Your Specialty?” National Youth Leadership Forum in Medicine, Houston, Texas, July 2000.

Speaker, Seminar on “Young Women’s Health”, National Youth Leadership Forum in Medicine, Houston, Texas, July 2002.

Speaker, Seminar on “Young Women’s Health”, National Youth Leadership Forum in Medicine, Houston, Texas, July 2003.

Speaker, Seminar on “Young Women’s Health”, National Youth Leadership Forum in Medicine, Houston, Texas, July 2004.

Speaker, Seminar on “Young Women’s Health”, National Youth Leadership Forum in Medicine, Houston, Texas, July 2005.

Speaker, Seminar on “Young Women’s Health”, National Youth Leadership Forum in Medicine, Houston, Texas, July 2006.

Speaker, “Adolescent Sexual Abuse,” Adolescent Symposium, National Medical Association 2006 Annual Convention and Scientific Assembly, Dallas, TX, August 4, 2006.

Speaker, Seminar on “Young Women’s Health”, National Youth Leadership Forum in Medicine, Houston, Texas, July 2007.

Speaker, Seminar on “Young Women’s Health”, National Youth Leadership Forum in Medicine, Houston, Texas, July 2008.

Speaker, Workshop on “Reproductive Health Care for Young Women: Addressing Diversity and Disparities, ” 23rd Annual Meeting North American Society for Pediatric and Adolescent Gynecology, San Antonio, TX April 25, 2009.

Speaker, Seminar on “Young Women’s Health”, National Youth Leadership Forum in Medicine, Houston, Texas, July 2009.

Speaker, Seminar on “Young Women’s Health”, National Youth Leadership Forum in Medicine, Houston, Texas, July 5, 2010.

Speaker, Contraceptive Update in Adolescents. *Pediatrics 2010 at Williamsburg* sponsored by Children's Hospital of The King's Daughters, Norfolk, Virginia; October 29, 2010.

Workshop Moderator, Dysfunctional Uterine Bleeding. *Pediatrics 2010 at Williamsburg* sponsored by Children's Hospital of The King's Daughters, Norfolk, Virginia; October 30, 2010.

Speaker, STI Update in Adolescents; *Pediatrics 2010 at Williamsburg* sponsored by Children's Hospital of The King's Daughters, Norfolk, Virginia; October 30, 2010.

c. Regional:

Adolescent Parenting, Forum I. Discussant; sponsored by Children's Trust Fund of Texas, Austin, Texas, January 1989.

HIV Infection in Youth: The third wave of the epidemic? Workshop presentation at the Fourteenth Annual Conference of the Texas Association, Concerned with School Aged Parenthood, Galveston, Texas, October 1989.

Diagnosis and Management of the Sexually Abused Child and Adolescent. Workshop leader at the 1995 Hill Country Conference on Child Abuse and Neglect, Llano, Texas, June 1995.

Ethical Issues and Adolescent Patients. Panel discussant at Texas Pediatric Society Annual Meeting, Adolescent Roundtable, Houston, Texas, October 1995.

Sexually Transmitted Diseases. Grand Rounds, Department of Pediatrics, University of Texas Medical Branch, Galveston, Texas, February 1997.

Medical Evaluation of Children and Adolescents with Alleged Sexual Abuse. Texas Nurse Practitioners State Convention, Houston, Texas, September 1997.

Teen Pregnancy Prevention and Building Community Partnerships. Panelist, town meeting. Sponsored by U.S. Department of Health and Human Services (DHHS), Region VI, National Campaign to Prevent Teenage Pregnancy, University of Texas Southwestern Medical Center and Physicians for a Violence Free Society, City of Houston (DHHS), Planned Parenthood-Houston, Baylor Teen Health Clinics, Houston, Texas, March 1998.

Speaker, Eating Disorder's Workshop. Southwest Regional Office of Public Health, Lake Charles, Louisiana, October 1998.

Workshop leader, "Meeting and Maintaining Confidentiality Requirements in a School Setting". Annual conference of the Texas Association of School-based Health Centers, October 19, 2001.

Speaker, The Sexually Active Adolescent Female – Sexually Transmitted Infections, PRIMED Regional Conference, sponsored by Harvard Medical School and Baylor College of Medicine, Houston, TX, January 21, 2005.

Speaker, Sexually Transmitted Infections – The Male Perspective, Texas State Male Involvement Projects –Spring Training, Department of State Health Services, Houston, TX, April 14, 2005.

Speaker, Contraceptive Measures for Teenagers, 27th Annual Pediatric Postgraduate Symposium, sponsored by Baylor College of Medicine in conjunction with Texas Children's Hospital, Houston, TX, April 23, 2005.

Speaker, Teenage Pregnancy, 21st Annual William D. Furst Pediatric & Primary Care Update 2005, Odessa –Midland, Texas, September 30, 2005.

Speaker, Human Papilloma Virus Vaccine (Gardasil): Implementing ACIP HPV Recommendations in your Clinical Practice – Lecture, Refugio County Memorial Hospital, Refugio, TX, May 8, 2007

Speaker, Human Papilloma Virus Vaccine (Gardasil): Implementing ACIP HPV Recommendations and How they affect your Adolescent Patient – Lecture, Family Practitioners, Utopia World Cuisine, Corpus Christie, TX, May 25, 2007.

Speaker, Human Papilloma Virus Vaccine (Gardasil): Implementing ACIP HPV Recommendations in your Clinical Practice – Lecture, Houston Physician Management Association, Kingwood, TX, May 29, 2007.

Speaker, Human Papilloma Virus Vaccine (Gardasil): The Benefits of Preventing both Low Risk HPV Type 6 & 11 and High Risk HPV Types 16 & 18. Peer Group Discussion - Department of Family Practice, Baptist Hospital, Phoenix, AZ, December 3, 2007.

Speaker, Human Papilloma Virus Vaccine (Gardasil): The Benefits of Preventing both Low Risk HPV Type 6 & 11 and High Risk HPV Types 16 & 18. Lecture - Department

of Family Practice, Texas Tech Medical Center, Permian Basin, Odessa, TX, February 20, 2008

Speaker, Newer Approaches to Testing Sexually Transmitted Infections in Adolescents, 29th Annual Pediatric Postgraduate Symposium, sponsored by Baylor College of Medicine in conjunction with Texas Children's Hospital, Houston, TX, April 17, 2008.

Speaker, Human Papilloma Virus Vaccine (Gardasil): The Benefits of Preventing both Low Risk HPV Type 6 & 11 and High Risk HPV Types 16 & 18. Peer Group Discussion - Family Practitioners and Pharmacists, Terra Cotta, Tuscon, Arizona, April 22, 2008.

Speaker, Human Papilloma Virus Vaccine (Gardasil): Prevention of Genital Warts and Cervical Cancer in Girls. Peer Group Discussion - Family Practitioners, Omni Medical Group, Tulsa, Oklahoma, May 13, 2009.

Speaker, Human Papilloma Virus Vaccine (Gardasil): Prevention of Genital Warts and Cervical Cancer in Girls, Lecture- Houston Pediatrics Group, Houston, TX, June 4, 2009.

Speaker, Human Papilloma Virus Vaccine (Gardasil): Practices in HPV Disease, Lecture- Pediatrics group, Clear Lake Regional Hospital, Webster, TX, June 9, 2010.

Speaker, Practicing Cultural Competence in Adolescent Health. Pediatrics by the Gulf: 62nd Annual Conference in Pediatrics, Sponsored by UTMB Health, University of Texas Medical Branch Galveston, Moody Gardens Hotel, Galveston, TX, June 10, 2013.

d. Local:

Clinical Perspectives of Discharge Planning: A practical approach. Panel member and workshop leader. Sponsored by the Marketing Consortium in Social Work Health Care, Baltimore, Maryland, June 1982.

Challenges of Communicating with the Male Adolescent, workshop presentation. Annual meetings of the Maryland Public Health Association. Theme: Communication as it affects the field of health care, Baltimore, Maryland, June 1982.

Clinical Services for Young Men: Outreach and treatment. Presented workshop at the annual meetings of the Maryland State Committee on Adolescent Pregnancy, Parenting and Pregnancy Prevention, Baltimore, Maryland, October 1982.

Talking to Your Children about Sex. Presented at the Third Annual Mayor's Hearing on Children and Youth. Title of sessions: The Healthy Child/The Ill Child. Houston, Texas, October 1985.

Chlamydia Trachomatis Infection in Adolescents. Pediatric Grand Rounds, Texas Children's Hospital, Houston, Texas, April 1987.

Recurrent Abdominal Pain in Adolescents. Pediatric Grand Rounds, Texas Children's Hospital, Houston, Texas, April 1987.

Program Director, First Annual Seminar: "Practical Aspects of Adolescent Medicine," sponsored by Dept. of Pediatrics, Baylor College of Medicine, Houston, Texas, February 1989.

Chronic Abdominal Pain in Children and Adolescents. Thirteenth Annual Review Course in Family Medicine sponsored by Baylor College of Medicine, Houston, Texas, May 1989.

HIV Infection and Adolescents. Presentation to Board of Directors, March of Dimes, Houston Chapter, Houston, Texas, April 1990.

The Challenges of Addressing HIV Infection in Youth. Presentation at conference sponsored by Intra Care Medical Center Hospital, AIDS Crisis in the 90's, Houston, Texas, April 1990.

Teen Pregnancy in Houston. Pediatric Grand Rounds, Ben Taub General Hospital, Houston, Texas, May 1990.

Epidemiology of HIV Infection in Houston Youth. Houston Independent School District, in-service training for secondary school counselors, Houston, Texas, June 1990.

Adolescents and HIV Infection. Spring Branch Independent School District, in-service training for secondary school counselors, Spring, Texas, August 1990.

Challenges of Addressing HIV Infection in Youth. Presentation to Christ Church, Houston, Texas, February 1991.

Sexually Transmitted Diseases. Pediatric Grand Rounds, Texas Children's Hospital, Houston, Texas, May 1991.

HIV Infection and AIDS: What Adolescents Need to Know. Course for 9th graders at Kinkaid School, Houston, Texas, January 1992.

Communicating with Adolescent Patients. Workshop leader at Staff In-service Program, City of Houston Health Department, Teen Program, Houston, Texas, September 1995.

How to Approach the Adolescent Patient. Annual Baylor Family Medicine Postgraduate Seminar, Houston, Texas, January 1996.

Sexually Transmitted Diseases and Contraceptive Methods. Junior High class, Emerson Unitarian Church, Houston, Texas, February 1996.

Menstrual Disorders. Annual Baylor College of Medicine Postgraduate Seminar, Houston, Texas, January 1997.

Sexual Abuse. Teacher in-service, Austin High School, Houston, Texas, April 1997.

Menstrual Disorders in Adolescents. 21st Annual Review Course in Family Medicine, Houston, Texas, April 1997.

Adolescent Sexuality and Gynecological Issues. Pediatric Nurse Practitioner Program, Texas Women's University and the University of Texas-Houston, Houston, Texas, April 1998.

Emergency Contraception for Teenagers. Staff in-service training, Baylor Teen Health Clinics, Houston, Texas, April 1998.

Speaker, Sexually Transmitted Disease in Adolescents. Pediatric Grand Rounds, University of Texas-Houston Medical School, Houston, Texas, February 1999.

Panelist, Folic Acid Promotion Programs. Houston Folic Acid Council Meeting. Sponsored by March of Dimes and Women's Hospital, Houston, Texas, January 2000.

12. Discussant, Challenges Parents and Adolescents Face. Parent University 2000, Pasadena Independent School District, Pasadena, Texas, January 2000.

STD update. Staff in-service training, Baylor Teen Health Clinics, Houston, Texas, March 2002.

Speaker, Sexually Transmitted Diseases. Pediatric Grand Rounds, Texas Children's Hospital, Houston, Texas, August 2002.

Speaker, STI Health Seeking Behavior in Mexican American Young Women, Houston Hispanic Health Coalition, Houston, TX, January 22, 2004

Speaker, Immigrant Teenagers and Health Outcomes: The Relation Between the Incidence of STDs and Cultural Assimilation", Binational Health Week, The Consulate of Mexico in Houston and The Alliance to support Hispanic Immigrants, Theme: Working with Immigrant Families; Houston, TX, October 12, 2004.

Speaker, Young Women's Health Issues – Bewitched, Bothered and Bewildered, Women's Alliance, Emerson Unitarian Church, Houston TX, January 13, 2005.

Speaker, Human Papilloma Virus Vaccine (Gardasil): Implementing ACIP HPV Recommendations in your Clinical Practice, In service Training Baylor Teen Health Clinics, Houston, TX April 30, 2007

Speaker, Interviewing Adolescent – HEADDs, Residents, Department of Internal Medicine, Methodist Hospital, Houston, August 15, 2007.

Speaker, Evaluation for Sexually Transmitted Infections in Adolescents, Residents, Department of Internal Medicine, Methodist Hospital, Houston, February 27, 2008.

Speaker, Interviewing Adolescent – HEADDs, Residents, Department of Internal Medicine, Methodist Hospital, Houston, August 13, 2008.

Speaker, Diagnostic Testing and Treatment of Gonorrhea and Chlamydia in males who have sex with males. In service Training Baylor Teen Health Clinics, Houston, TX June 29, 2009

Speaker, Mirena, IUD, Indication, Insertion and Implementation, In service Training Baylor Teen Health Clinics, Houston, TX January 25, 2010

Speaker, New Pap Smear Guidelines – In service Training Baylor Teen Health Clinics, Houston, TX May 24, 2010

Speaker, STI Update - Harris County Hospital District, School-based Clinics, Nurse Practitioner Retreat, Houston TX, October 13, 2011

Speaker, Syphilis Screening Tests – In service Training Baylor Teen Health Clinics, Houston, TX April 30, 2012.

Speaker, "Communication and Conflict Resolution - Promoting Peace", First Annual Girls Elevated Conference, Hosted by Baylor College of Medicine, Obstetrics and Gynecology and Texas Children's Hospital, Houston, TX, February 22, 2014.

Speaker, "Contraceptive Update: Precautions and Myths" Part 1 and 2- Education and training to youth serving professionals regarding adolescent sexual health – coordinated by *We Can Do More Sunnyside* initiative, April 2 and May 21, 2014.

Speaker, Strategies to improve parent involvement in School-based Clinics, In service Training Baylor Teen Health Clinics, Houston, TX June 16, 2014.

Speaker, Sexually Transmitted Diseases in Adolescents: An Update, BCM, Department of Pediatrics, Grand rounds, August 1, 2014.

Speaker, "Parent Communication", Second Annual Girls Elevated Conference, Hosted by Baylor College of Medicine, Obstetrics and Gynecology and Texas Children's Hospital, Houston, TX, April 4, 2015.

LARC for Adolescents: What's the Spark? 7th Annual 2015 Adolescent Sexual Health Conference, sponsored by University of Texas Health Sciences Center, School of Public Health. June 10, 2015.

E. Visiting Professorships

None

IV. MEDICAL AND SERVICE INFORMATION

F. Patient Care Responsibilities at Baylor College of Medicine and/or Its Affiliated Institutions

a. Department Wide:

None

b. Section or Specialty:

Adolescent Clinic, Texas Children's Hospital, Houston, Texas. Provide services to adolescents with a variety of health and psychosocial problems. Direct services: one clinic session a week to approximately 6 - 8 patients a session.

Adolescent Medicine Service, Texas Children's Hospital, Houston, Texas. Provide a consultation service for adolescent patients admitted at Texas Children's Hospital. Direct services: three months a year.

Covenant House, Houston, Texas. Provide ambulatory medical care to runaway and homeless youth. Direct services: one clinic session a week in the summer till April 2015.

BCM Teen Health Clinic at Ben Taub General Hospital, Houston, Texas: Gynecological and family planning service to indigent teenagers. Direct services: one clinic session a week to approximately 20 patients a session till September 2014.

BCM Teen Health Clinic at Lee High School, Houston, Texas (School Year): Primary care services. Direct services: one clinic session a week to approximately 10 students a session.

Medical Director, BCM Teen Health Clinic's five family planning clinics with expanded primary care clinics (3 community- and 2 hospital-based) and five school-based primary care clinics. Provide direction on the following: development, writing and implementation of clinical protocols and procedures for nurses and nurse practitioners and Physician Assistant (contraception, STIs, primary care services); providing reproductive health education for a variety of learners at the BTHCs through monthly inservices; clinical supervision of nurse practitioners; participation and oversight of quality assurance issues.

G. Clinical Laboratory Responsibilities at Baylor College of Medicine

N/A

C. National Education or Voluntary Health Organization Participation

Chairperson, Research and Review Committee, Houston Child Abuse Prevention Council, Houston, Texas, July 1987 - August 1989.

Board Member, Houston Child Abuse Prevention Council, Houston, Texas, Jan 1987 - December 1989.

Consultant, Drug Abuse Monitor Program, Harper High School, Houston Independent, School District, Houston, Texas, February 1989 - July 1990.

Board Member, Initiatives for Children, Inc., Houston, Texas, May 1989 - December 1991.

Baylor College of Medicine – Teen Health Clinic

Advisory Board Member, Houston Child Abuse Prevention Council, Houston, Texas Jan 1990 - July 1990.

Member, Grants Committee, Greater Houston Women's Foundation, Houston, Texas, May 1990 – 1995.

Medical Advisory Committee, Houston Recovery Campus, Texas Commission on Alcohol and Drug Abuse, Houston, Texas, April 1992 – 1994.

Member, Reproductive Health Committee, Foundation for Museum of Natural Sciences, Houston, Texas, 1994 – 1995.

Workgroup member, Technology Best Practices, Cervical Cancer Prevention Strategic Planning Committee, Texas State Department of Health and Human Services, 2005-2006

Member, Technical Advisory Task Force, Children and Youth Mental Health Plan Project of the Joint City/County Commission on Children, Houston, July 2007-2008

D. Administrative Assignments at Baylor College of Medicine

H. a. Department Administration, Committees, etc.:

Member, Child Protection Committee, Texas Children's Hospital, 1986 - 1997.

Member, Therapeutic Abortion and Sterilization Committee, Texas Children's Hospital, 1988 - present.

Member, Clinical Sciences Task Force, Baylor College of Medicine, July 1993 - March 1994.

Member, Education Committee, Institute for Children and Youth's Health Care Services and Policy, Texas Children's Hospital, 1993 - 1996.

Member, Community Benefits Planning Committee, Texas Children's Hospital, 1994 - 1997.

Physician Member, Pain Committee, Texas Children's Hospital to establish ambulatory pain standards toward Joint Commission preparation, 2001.

Member, End-of-Life Decision – making Subcommittee. Writer of protocol on adolescent issues for clinical care providers at Texas Children's Hospital, Texas Children's Hospital, May 2002 - 2003.

Family Planning Medical Directors' Quarterly Conference, Title X Contractors, Department of State Health Services October 2004 – present.

Chair, Therapeutic Abortion and Sterilization Committee, Texas Children's Hospital, 1992 – April 2015.

Baylor College of Medicine – Teen Health Clinic

Member, Fetal Intervention Task Force, Texas Children's Hospital, Women's Center, July 2006.

Chair, Therapeutic Abortion/Sterilization and Fetal Intervention Committee, Texas Children's Hospital, 2006 - present.

Member, Fellow's College Steering Committee, Department of Pediatrics, Baylor College of Medicine, May 2011 – present.

b. College Administration, Committees, etc.:

Member, Committee on Student Promotions and Academic Achievement, Baylor College of Medicine, 1992 - 1996.

Member, Task Force evaluating medical student ambulatory teaching. Baylor College of Medicine, February - May 1993.

Member, Core Rotations Subcommittee of Clinical Sciences Task Force, Baylor College of Medicine, July 1993 - March 1994.

Member, Clinical Investigation Committee, Texas Children's Hospital, 1993 - 1995.

Member, Medical Students Admissions Committee, Baylor College of Medicine, 1994 - 1995.

Member, Patient, Physician & Society Course Subcommittee, Baylor College of Medicine, 1994 - 2000.

Advisory Member, Patient, Physician & Society Course Subcommittee, Baylor College of Medicine, 2001 - present.

Member, Subcommittee - Basic Science Knowledge and Physician Behaviors, Liaison Committee on Medical Education (LCME), Baylor College of Medicine, 2004 - present.

Member, Selection Committee – Barbara and Corbin J. Robertson Jr. Presidential Award for Excellence in Education, Baylor College of Medicine, April 2006, 2007

I. Other Pertinent Information Not Given Above

International Consultation Work:

Review of public health services for adolescents in Houston for Dr. Valentine Kuznetsova, Chief Pediatrician, Korsakoff Hospital, Sakhalin, Russia; Visiting Physician, Baylor College of Medicine, International Health Program, July 3, 2000.

Arranged and participated in Safe Schools Healthy Students Program at Austin High School (a juvenile probation and education program), Houston, Texas for Dr. E. I. Lee, Adolescent Pediatrician, Health Department, Sakhalin, Russia; Visiting Physician, Baylor College of Medicine, International Health Program, August 9, 2001.

Arranged and participated in homeless youth, discussion with staff of Covenant House Texas, Houston, Texas – for Dr. E. I. Lee, Adolescent Pediatrician, Sakhalin, Russia; visiting physician, Baylor College of Medicine, International Health Program, August 9, 2001.

Review of public reproductive health services for adolescent in Houston and management review of common gynecological problems in adolescents, Houston, Texas, - for Dr. Funtsova, Adolescent Gynecologist, Health Department, Sakhalin, Russia; Visiting Physician, Baylor College of Medicine, International Health Program, November 5, 2001.

Arranged and participated in site visit to Baylor Teen Clinic at Austin High School, Houston - for Dr. Funtsova, Adolescent Gynecologist, Health Department, Sakhalin, Russia, Texas; Visiting Physician, Baylor College of Medicine, International Health Program, November 7, 2001.

Voluntary Consultant, Adolescent Community Health Services, Dr. Anuradha Bose, MD, Department of Community Health, Christian Medical College and Hospital, Vellore, University of M.G. Ramachandran (Madras), Tamil Nadu, India, February 4, 2004.

Voluntary Consultant, Dr. Anuradha Sivaram, Adolescent Pediatrician, Teen Care, Manipal Clinic, Bangalore, Karnataka, India, November 2, 2007.

Voluntary Consultant, Dr. Anuradha Sivaram, Adolescent Pediatrician, Development of Teen Academy, Bangalore, Karnataka, India, March 27, 2013.

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Thomas A. Sinclair

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Summary

Results-oriented leader with more than 12 years of experience in IT Finance and customer service arenas. Versatile and experienced manager who established career in banking, and has utilized strong finance background for more than 25 years. Career accomplishments based on a strong foundation and perceptive analysis. Excel at learning business operations and initiatives and providing vision to insure efficient utilization of constrained resources. Proven expert in identifying and executing cost reduction opportunities and initiatives.

Education

Baylor University – Waco, Texas
August, 1988

Major: Finance
Concentration: Economics

Professional Experience

Baylor College of Medicine • Administrator, Baylor Teen Health Clinic

March 2016 to Present

- Contribute to the development of vision, goals, strategy, planning and operations of the Baylor Teen Health Clinic.
- Manage and facilitate the administrative and financial affairs of BTHC.
- Oversee the HR processes of 90 staff members (justifying, recruiting, hiring, on-boarding, training, retaining, terminating).
- Coordinates services of the department to ensure that clinical, research and education missions are aligned with BCM's mission and values.
- Ensure departmental compliance with appropriate BCM, state and federal regulations.
- Communicate with Faculty and Staff regarding College notices, deadlines, policies and mandated changes.

Baylor College of Medicine • Administrator, IT

February 2004 to March 2016

- As a direct report of the CIO within the office of the VP of IT, contribute to the development of vision, goals, strategy, planning and operations of the delivery of enterprise IT services.
- Provide financial and strategic counsel to the CIO and IT leadership.
- Work with the CIO and IT leadership to prioritize IT projects and initiatives.
- Oversee the HR processes of 200 technology staff (justifying, recruiting, hiring, on-boarding, retaining, training, terminating).
- Establish and track benchmarking measures and key performance metrics for IT.
- Compile, manage and administer an annual operating budget of \$38M with typical annual capital expenses of \$12M.
- Prepare monthly forecast of the IT Program financials.
- Utilize SAP – BPC to manage budget data.
- Exhibit continuous effort to improve operations and streamline processes.
- Led effort to decrease IT expenses by 10% percent in 2011.
- Managed the IT portion of the Baylor Clinic and Hospital project budget with planned capital expenses of \$192M.
- Oversee the process of business case development. Perform final review and financial analysis of business cases that are presented for new projects or initiatives.
- Perform financial analysis related to lease vs. purchase options, as well as analysis comparing different technology solutions and “what if” analysis.
- Perform financial analysis to determine pricing of IT services offered to the College.
- Responsible for IT fixed assets; work with accounting in answering useful life and project capitalization questions and issues.
- Manage the contracting process for IT, including \$9M in annual maintenance contracts. Involved in the contract negotiation process for IT related contracts. Work as the liaison between IT and BCM Legal on IT contracts and legal matters.
- Responsible for the acquisition process of IT hardware, software and services related to enterprise IT; review and approve departmental expenses.
- Manage the computer lifecycle program for IT; actively participate in decisions involving IT standards.
- Create, develop and present IT related presentations, plans, solutions and data to senior BCM leadership.
- Assist the Director of Compliance in resolving Internal Audit issues related to IT.
- Work cooperatively and jointly to provide quality customer service.
- Established a telecommuting framework for IT employees as part of a non-monetary compensation program.

Baylor College of Medicine – Teen Health Clinic

- Have knowledge and understating of IT trends and issues in the market.
- Recipient of the "Rising Star" award in May of 2004.

Craftsmanship by John, Inc • Business Manager/Controller

April 2002 to December 2003

- Developed and maintained financial, budget, and job cost information for the Owner/President of a local construction/remodeling company with \$2 million in annual sales. Performed all Controller responsibilities utilizing Quick Books Pro.
- Completed appropriate tax reporting documents for state and federal agencies.
- Successfully implemented Master Builder construction software suite to enhance profitability and maintain quality customer service to both clients and vendors.

Enron Broadband Services • Senior Reporting Specialist

July 2000 to December 2001

- Prepared a weekly Executive Management reporting package that included both business unit financials and key business metrics.
- Assisted in preparation of the annual budget utilizing Adaytum as the budget consolidation tool.
- Established and maintained various reports for EBS Management. Used Microsoft Access and Excel to facilitate delivery of financial, headcount and business metrics reporting.

Bank United • Occupancy Expense Manager – Senior Financial Analyst –

AVP May 1993 to July 2000

- Performed weekly reporting and analysis for the bank's pricing committee. Reported broad financial, deposit and loan statistics as well as analyses used as a critical tool in establishing weekly prices.
- Planned, monitored and reported on the bank's \$16 million occupancy budget, including processing rent payments for all branch locations as well as allocation of headquarter space. Performed variance analysis on occupancy line items at each branch location.
- Managed all financial aspects of the bank's Administration Department which included Facilities, Real Estate, Security and Purchasing Departments. Approved expenses and planned cost saving initiatives for the Department.
- Budgeted, reported and tracked expenses for the bank's \$8 million annual occupancy capital budget.
- Administered the corporate database of over 150 office and branch properties. Reported key lease dates and information to the Real Estate Manager.
- Performed financial analyses as required, primarily related to real estate relocation and purchase versus lease options.
- Recipient of the Employee of the Quarter award for 4th Quarter 1993.

First City, Texas • Senior Analyst – Operations Officer

December 1988 to May 1993

- Supervised a staff of five analysts with responsibilities including customer profitability reporting and corporate customer billing through the Hogan RPM Account Analysis System. Annual account analysis revenue was over \$35 million.
- Provided bank management with statistical, volume and income related reporting for bank products and services.
- Liaison between the Account Analysis Department and the Consolidation and Branching Project Teams. Involved in the efficient operation of the Account Analysis Unit before, during and after the consolidation of 22 charter banks; provided Account Analysis training to charter banks and branches.

Technical Skills

Access • Excel • PowerPoint • Word • SharePoint • Box.com • Windows 10 • SAP • SAP BPC • Business Objects • Hyperion Essbase

Education

Northeast Louisiana University: Bachelors of Business Administration in Accounting

Rice University: Executive Masters of Business Administration

Professional Experience

Baylor College of Medicine

January 2015 – Present

Chief Financial Officer (CFO)

- Financial management of Baylor College of Medicine: Office of the Controller, Budgeting and Financial Planning, Treasury Services, Gift Records, Affiliated Medical Services, Supply Chain, Travel Services, Food Services, BCM Shuttle, Mail Services and Finance Project Management, as well as the administration of the College Non-Academic departments.
- Manages relationships and collaborations between the College of Texas Medical Center (TMC) member institutions.
- Part of the leadership team during various College initiatives, including the joint venture with CHI St. Luke's. Julie, along with mission leadership, is working to build and improve the financial and planning processes across the institution and to position the institution for success on the eve of healthcare reform.

Baylor College of Medicine

May 2011 – January 2015

Assistant Vice President of Finance

- Oversaw daily operation of the finance and accounting department
- Managed the preparation of all financial reports
- Managed the preparation of financial outlooks and financial forecast
- Prepare financial analysis for contract negotiations and product investment decisions

Technical Skills

She is a CPA and CFP® with twenty-four years' experience in a variety of industries including financial services, real estate and energy.

**Teen Health Clinic
Medical Policy and Procedure Manual
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BAYLOR TEEN HEALTH CLINIC PROTOCOL

INTRA UTERINE DEVICE (IUD) MIRENA

DEFINITION: Mirena is a small T-shaped device made of plastic with a contraceptive theoretical and use effectiveness of 99.9% for five years. However like all IUDs there is a risk of expulsion with Mirena – about 5% over 5 years. It works by delivering a very small amount of a progestin (20 mcg of levonorgestrel) directly on the inner wall of the uterus. This dose is approximately the same dose as taking two or three mini-pills (like Micronor tablets) a week. Standard IUDs work by blocking fertilized eggs from implanting on the uterus, or by creating a mild inflammation, which prevents sperm from fertilizing eggs. Insertion of Mirena takes only a few minutes in a physician's office, and can be easily removed.

It's important to remember that like other methods of contraception, Mirena provides no protection against sexually transmitted diseases (STDs). Only sexual abstinence or the regular use of condoms can help prevent transmission of STDs.

Of note because of the progestin, the Mirena will induce endometrial atrophy, prevent hyperplasia and lessen the risk of endometrial cancer.

PERSONNEL: Only clinicians who have undergone training can insert the Mirena.

HISTORY: See Initial Visit/Annual Visit for general protocol. On the day of insertion, a baseline pulse and blood pressure should be recorded.

PHYSICAL EXAMINATION: See Initial Visit/Annual Visit for general protocol.

LABORATORY TEST: See Initial Visit/Annual Visit for general protocol, Urine HCG

CLIENT SELECTION:

- Has had at least one previous pregnancy by vaginal delivery
- Be in a stable, monogamous relationship.
- Via risk assessment, has not had an STD in the past year.
- Has had a negative, recent CT/GC test (**within the last three months**)
- Is currently not pregnant
- *Consult with physician for patients with no prior pregnancies*

ABSOLUTE CONTRAINDICATIONS:

- Should not have a history of pelvic inflammatory disease (PID).
- **Uterine anomaly-** The uterine cavity must be able to accommodate the IUD so the uterus must sound to between 6 to 9 cm in depth. The IUD relies on a normally sized uterus for contraceptive effectiveness.
- **Active cervicitis or vaginitis (e.g. trichomonas)** - infections need to be treated prior to insertion.
- **Allergies to Silicone, levonorgestrel, or polyethylene.**
- **Undiagnosed vaginal bleeding with suspected uterine or cervical malignancy.**
- Pregnancy.

RELATIVE CONTRAINDICATIONS:

There are few relative contraindications to the Mirena in contrast to the Copper IUD:

- **History of ectopic gestation.** A woman with a history of an ectopic already has a 1 in 12 chance that a pregnancy could be ectopic in women using the IUD.
- **Nulligravidity** (no prior pregnancy). Intrauterine contraception is generally not the method of choice for the woman who has never been pregnant. Reasons include risk of infection, infertility, severe pain or syncope, and a higher risk of IUD expulsion.

REFERRAL:

- *Clients who do not meet BTHC selection criteria but desire an IUD and meet other eligibility criteria should receive a referral to another appropriate agency*

PLAN:

Ensuring Client is not Pregnant on Insertion Day:

- When a client makes the decision to get an IUD, the clinician must review that pregnancy is an absolute contraindication.
- Based on clinical experience with long term methods, preceding IUD insertion with a DMPA injection or OCPs is strongly recommended.

Client Education and Counseling:

- This is covered extensively in Initial Client Education/Counseling Protocol.
- The **manufacturer's brochure** must be read by all potential patients interested in the Mirena.
- Manufacturer's brochures for the Mirena can be obtained by calling 1-888-BERLEX4 and speaking to a representative or by talking to the sales associate assigned to the facility or email request with complete delivery address to: mirenabooklets@aol.com. If specified, Spanish versions of the materials can be obtained as well.

Informed Consent Process:

- The consent form is reviewed and signed with the client prior to the insertion visit.
- The patient information brochure from the manufacturer should be given to the client.
- To document counseling the **IUD Mirena Insertion Procedure Consent Form** is signed for the procedure risks and the manufacturer or **IUD Device Consent Form** supplied with the IUD package is signed for the device risk.
- Key points should be emphasized and documented.

Time of MIRENA IUD Insertion:

- Can be inserted at 6-week postpartum visit if proof of no STIs in past last year.
- Insertion during the first seven days of the menstrual cycle **is preferable** because the cervix is more open and an early pregnancy is less likely. However, research has shown there can be fewer expulsions and insertion infections when the IUD is placed later in the cycle.
- There is no requirement that the IUD be placed during the menses as long as absence of pregnancy can be documented. Teen Health clinic recommends that the IUD is inserted within 5 – 7 days post menses.
- The Mirena IUD should not be inserted the same day emergency contraceptive pills (ECPs) are given. A negative pregnancy test must be established two weeks later in this case.
- If the client is on low dose combination OCPs, DMPA, ring or patch, then the insertion can be at any time that the patient desires to transition. The patient should stop the previous method on the day of insertion.

INSERTION:

- Use instructions for insertion set up and preparation and supplies (attached)

- The manufacturer's instructions for insertion must be followed (see attached)

DOCUMENTATION:

- The **IUD Insertion Procedure Form** is to be used. The outside of the chart is then labeled to denote that the client's chart needs to be kept for the life of the device or 15 years from the insertion date for medico-legal reasons (with the Unique Retention Stickers).
- The **Pharmacy Perpetual Inventory Log Book for Intrauterine System Log** should be kept on site to record the lot number and patient, should a recall occur.

DISCHARGE INSTRUCTIONS:

- The Mirena takes up to seven days to change the cervical mucous and therefore if it is not inserted in the first seven days of cycle, then condoms use for one week is necessary.
- Pelvic rest advised, so sexual abstinence for 1 week should be enough.
- Teach the client to feel for the string after each menses

FOLLOWUP CARE:

- Pelvic examination 6 weeks following insertion, preferably after the next menstrual period, offers the best chance of detecting an early expulsion.
- It is also important the client report back at the follow-up exam any detection of the IUD strings by her partner during coitus. The Mirena strings have been impregnated with iron for easy visibility but also may be a little stiffer and it is important at insertion that strings be left long enough to curl behind ectocervix to prevent pelvic discomfort.

LONG TERM FOLLOW-UP:

- The Mirena device must be replaced every 5 years.
- Annual pap tests and pelvic exams are recommended for all IUD users.

SIDE-EFFECTS AND COMPLICATIONS

- **Bleeding** starting soon after insertion: Rule out anemia, infection or pregnancy.
 - Naproxyn 550 mg BID for 5 days may help diminish blood loss if begun before menstrual flow like on the first day of the menses.
 - Reassure the client that bleeding usually decreases after a few months. If the bleeding is between menses, check for infection and pregnancy. An empiric trial of Doxycycline 100mg BID for 14 days is reasonable to try because a subclinical endometritis can cause persistent spotting. If the bleeding continues at 6 months post insertion, then referral to primary care or gynecology clinic is suggested for further evaluation.
- **Cramping or pain:** Pain associated with insertion or dysmenorrhea may be relieved by Ibuprofen or other medication. Cramping during the first three months post insertion is common and is probably due to uterine muscle spasm.
 - Check for possible perforation or partial expulsion by bimanual pelvic exam to assess for pain, and by looking at the string length. If the IUD is partially expelled remove the IUD and re-evaluate whether to replace with a new IUD or switch to an alternative method.
 - Rule out infection such as PID and perform a pregnancy test if any concern over irregular bleeding or missed menses. One-third to ½ of pregnancies in IUD users are ectopic pregnancies.
- **Missing IUD Strings:** May be due to expulsion, pregnancy, or perforation of the uterus or retraction into the non-pregnant uterus. Tell the woman to use an alternate method of contraception and come into clinic for an exam. If her period is late, she should come in emergently.

- When the client comes into clinic often the strings may be visible in the cervical os. If no strings are visible, insert the IUD string retriever or cytobrush gently into the cervical canal to feel for the IUD strings. Do not go into the uterine cavity unless the client wants the IUD removed because entering the uterine cavity may disrupt the device, or cause an infection.
- If the IUD strings are located, the strings may be fished through the os. If they cannot be found, the client should be referred for pelvic ultrasound to localize the IUD in the intrauterine cavity. The strings are not essential to contraception and many IUDs used in other parts of the world do not have strings.
- A client wanting ongoing contraception does not need to have visible strings to use the IUD after confirmation by ultrasound or x-ray. She should be advised additional imaging is not needed unless a change in menses or pain.
- To remove an IUD without strings use an IUD hook or alligator clamp
- If the frame of the IUD is in the cervical canal, the IUD must be removed, as it may not provide effective contraception and may also be a source of pain.
- **Expulsion** occurs in about 3% to 5% of women over the lifetime of the device. If the IUD has been expelled a new IUD may be inserted if client desires, using the same guidelines as used for all insertions. Because there has been one expulsion, the risk of a second expulsion is slightly higher but often the reason for the expulsion was lack of fundal placement or uterine spasm. If this is a good method for the client, then it is worth a re-insertion. If it has been less than 90 days from insertion, then apply for a refund using the IUD Refund Pharmacy Request Form even if the device was lost, because the program can get either a refund or a replacement system.
- **Pregnancy** with a device in situ: The Mirena has not been associated with birth defects according to the package label but it does release hormones and thus it is best not to expose a pregnancy to an IUD. The possibility of ectopic pregnancy must be considered. In the event of an intrauterine pregnancy the IUD should be removed as early in pregnancy as possible if the strings are visible. This measure will decrease the risk of an infected abortion. However, if the pregnancy is beyond ten weeks and the strings are still visible, refer for an emergent pelvic ultrasound to rule out a placenta previa or the possibility that the IUD is implanted in the placenta. If the IUD strings are not visible when pregnancy is detected, recommend referral for emergent ultrasound examination and gynecology consult, as the IUD removal will probably be complicated or not possible. IUD removal, if an abortion is planned, can be referred to the physician performing the procedure. If an ectopic pregnancy is diagnosed with an IUD in place, the IUD should also be removed as it is likely it is ineffective since pregnancy happened.
- **Uterine infection:** A large study of IUD's and infection found 1 in 1000 women getting an IUD get PID in the first 20 days from the insertion. After that time, PID is not the result of the IUD but of being exposed to an infection. The IUD does not increase pelvic infections but the presence of a foreign body may complicate treatment and if the infection has not improved with antibiotics in 72 hours, the IUD should probably be removed **after** consultation with the Medical Director.
- **Mucopurulence:** It is common to see cellular debris, calcifications, and even purulence associated with the IUD string at the ectocervix. The strings are a foreign body and stimulate a response. If the woman is asymptomatic there is no need to do anything unless chlamydia screening is indicated. In the presence of symptomatic pain or bleeding, consider frank cervicitis, PID, partial expulsion, or even pregnancy as an alternative diagnosis.

REMOVAL OF THE IUD

- Removal is indicated if the IUD failed and pregnancy occurred or the patient has PID – see Section on Side Effects & Complications, page 4, “Uterine Infection”. For example, an ectopic

pregnancy with an IUD, even if treated medically, the IUD needs to be removed or at least replaced. This may be necessary because of severe cramping, bleeding, infection, or simply on request. An ultrasound will need to be ordered and appropriate referral made to the OBGYN clinic.

- It is safer and easier to remove the IUD during menses, but the device may be removed at other times in the cycle if indicated. Removal mid-cycle could permit implantation of a fertilized ovum that is in the fallopian tubes at the time of removal.
- If removed after day 7 of the cycle there is a very small risk (about 1% on day 14) of method failure from coitus within 72 hours prior to removal and ECP might be considered. For this reason, a woman could begin a hormonal contraceptive method one to two weeks prior to planned IUD removal.
- If a woman is planning to get pregnant, may advise waiting one menstrual cycle to regenerate the endometrial lining, although there is no evidence this is necessary nor is there evidence that miscarriage rates increase. Evaluate the need for prenatal vitamins with the patient.
- Use instructions for insertion and removal set up and preparation and supplies (attached)
- Grasp the strings with a forceps and apply gentle steady traction. If removal is difficult, a sound may be placed in the endocervical canal for about 30 seconds to effect dilation. If removal is still difficult, the client should be referred to the clinic physician.
- For women with an IUD without a string, removal should occur with an IUD hook or a long straight alligator forceps
- If there is early removal or expulsion of the device before 90 days, IUD Refund

Pharmacy Request Form should be completed and the clean but used device sent to the vendor representative directly as soon as possible and within 3 months of the event so the clinic can get a replacement IUD kit. This possible replacement kit benefits the program but not the client as we have no guarantee of a replacement and charges cannot be refunded or reversed because an insertion procedure was still performed and product used.

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ATTACHMENT
IUD INSERTION AND REMOVAL SET-UP & PREPARATION

Supplies needed for Insertion:

1. IUD insertion instruments, pre-packaged and sterilized to include:
 - Single tooth tenaculum with 2x2 gauze clamped between the teeth
 - Medium Graves metal speculum
 - Uterine sound with measurements in centimeters and gauze or material wrapped around the pointed end to prevent piercing of paper and kit contamination
 - Ring forceps
 - Scissors – preferably long handled and monitor sharpness
2. 4 long cotton swabs and 2 small swabs for the endocervical canal, all with tape over the ends of shafts to keep from tangling (Antiseptic is poured over the swabs)
3. Blue pad (or some absorbent pad) for exam table end
4. Sterile gloves
5. Betadine solution
6. Exam lubricant to do bimanual exam
7. Working gooseneck or standing lamp
8. Sanitary pad for patient
9. Do Not Purge sticker
10. IUD package, patient sticker applied to Pharmacy Implant and Intrauterine System Log and record lot number, expiration, and insertion date. Record this information on procedure form as well.

Supplies for IUD removals or complicated insertions:

Ring forcep is the only instrument needed if a string is visible. For difficult removals, an IUD hook, string finder or cytobrush, alligator clamp, and tenaculum should be available. For cervical stenosis schedule during menses and if necessary use a method with estrogen to time the period. In rare cases, removal may require use of Hegar dilators (should only be performed by providers trained in cervical dilation).

When putting patient into the room, make sure:

1. Pregnancy test is negative and documented on FP Flow Chart.
2. Weight, BP, pulse, and LMP documented on procedure form and FP Flow Chart.
3. Query about any unprotected sexual activity in the past two weeks.
4. Lot number and expiration date of the IUD kit written on the form prevents the insertion of IUD kits that are expired.
5. All supplies laid out on the counter and Mayo stand covered with paper drape.
6. IUD consent form and procedure form labeled and 2 holes punched at the top. Forms on top in chart. Verify patient has a copy of the manufacturer brochure in appropriate language and has read it, if not, get a copy to her.
7. “Unique Retention sticker” on counter ready to put on chart if insertion done.
8. Make sure ammonia inhalants on site if the patient faints and or experiences a vasovagal reaction.
9. If severe syncope occurs (BP under 70 systolic or pulse under 50) follow BTHC emergency protocol, and refer to emergency room if necessary.

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Teen Health Clinics
SUB-DERMAL CONTRACEPTIVE IMPLANT

DEFINITION: This is a single radiopaque rod progestin-only reversible subdermal contraceptive implant. It is 4 cm in length and 2 mm in diameter.

It contains 68mg of etonogestrel (3-keto-desogestrel), the active metabolite of desogestrel, in an ethylene vinylacetate (EVA) copolymer core surrounded by an EVA membrane.

The rod initially releases etonogestrel at 60-70 mcg per day, which declines slowly over time. The blood levels of etonogestrel remain high enough to inhibit ovulation for at least three years in most women.

In clinical trials the pregnancy rates were extremely low with a Pearl Index of 0.38 pregnancies per one hundred women-years of use. Follicular development is not completely impeded, so estradiol levels are not significantly decreased.

The method is reversed when the implants are removed.

The implants can be removed at any time but they **MUST** be removed at the end of three years of use. The Teen Clinic will remove any Nexplanon inserted by one of their practitioners regardless of the client's age.

PERSONNEL: Only clinicians who have undergone a training course approved by the manufacturer (Organon) and who have demonstrated skill in successful Nexplanon insertion and removal are permitted to do so.

HISTORY:

- See Initial Visit/Annual Visit for general protocol.

PHYSICAL EXAMINATION:

- See Initial Visit/Annual Visit for general protocol.

LABORATORY TEST:

- See Initial Visit/Annual Visit for general protocol
- Urine HCG

CLIENT SELECTION:

- Most sexually active women who do not wish to become pregnant can use Nexplanon without problems
- Nexplanon can be inserted in women who are breastfeeding as early as four weeks post-partum.
- Nexplanon does not contain estrogen and is not linked with bone density decrease.
- Women who cannot take estrogen are good candidates for Nexplanon
- Younger women who cannot remember to take a pill daily are good candidates.
- Women with diabetes, hypertension or migraine headaches (without any neurological complication) can use Nexplanon (requires MD approval).
- Women with valvular heart disease can use Nexplanon.
- Women with sickle cell disease can use Nexplanon.

CONTRAINDICATIONS – Nexplanon cannot be used in women with:

- Known or suspected pregnancy
- Current or past history of thrombotic disease
- Hepatic tumors or active liver disease
- Known or suspected history of breast cancer

- Unexplained vaginal bleeding
- Hypersensitivity to any components of Nexplanon

CONDITIONS REQUIRING FURTHER EVALUATION (by the Medical Director):

- Diabetes
- Hyperlipidemia
- Headaches
- Seizures or epilepsy
- Gallbladder disease or kidney disease
- Depression
- Hypertension
- Weight greater than 130% of ideal body weight. Efficacy in overweight women has not been studied.
- Desire for pregnancy in less than 12 months

DRUG INTERACTIONS: Nexplanon is not recommended for women who are taking medications which may decrease the contraceptive effectiveness of etonogestrel. Examples include:

- Barbiturates, Tegretol, Trileptal, Phenobutazone, Phenytoin, Carbamazepine, Topiramate, Felbamate, Oxcarbazepine, Modafinil, Rifampin, Griseofulvin
- Some anti-HIV protease inhibitors
- Herbal products containing St. John's Wort

ASSESSMENT: Nexplanon may be provided when:

- Contraindications do not exist
- A long term, high efficacy, non-coitus dependent, private method is desired.

PLAN:

1. Client Education and Counseling:

- See section in Initial Client Education/Counseling Protocol
- Written information and counseling on the use, effectiveness and medically recognized benefits and risks of the available methods of contraception is available
- Discussions about Nexplanon that supplement and reinforce the required written materials. Counseling will include a review of the insertion procedure, how to arrange for removal, the removal procedure and assurance of easy access to removal.
- A copy of Organon's FDA-approved, Patient labeling leaflet. The importance of reading the leaflet must be explained.
- Women will probably experience a vaginal bleeding pattern that is:
 - a. Different from their monthly cycle
 - b. Will probably vary during the duration of use
 - c. Not predictable
- As with all methods of contraception, counseling prior to use (and prior to insertion) increase client satisfaction and helps prepare her for any changes she may experience. Counseling will also decrease discontinuation rates. Reassure the client that certain symptoms, particularly irregular bleeding are to be expected and do not mean that the contraception is not working properly.
- Nexplanon provides no protection against infection from HIV or other sexually transmitted infections (STIs). The client will be given information regarding the prevention of STIs.

- Nexplanon is a flexible plastic rod the size of a matchstick that is put under the skin of the client's upper arm and contains a hormone called etonogestrel. The client should be reassured that this leaves a very small scar not noticeable in most women. The rod is not usually visible, should not migrate and cannot move inside the arm. After the incision is healed, the skin over the rod can be touched at any time.
- The Nexplanon **must** be removed after three years. If the client wants to continue using Nexplanon, the provider can put a new Nexplanon under her skin after removing the old one.
- A trained healthcare provider can remove the Nexplanon at any time. If the client wants to become pregnant after Nexplanon removal, her ability may return quickly. If she does not want to get pregnant, she should start another birth control method right away.
- After-care instructions including signs to report to the clinic and emergency contact information must be provided.
- The user card that comes in the Nexplanon package is given to the client.
- A copy of the request form(s) signed by the client, if the client so requests.
- Timing of insertion as per manufacturers recommendations.
- Backup method of birth control for one week

2. Informed Consent:

- See Consent Signing protocol
- Signing and maintaining in the client's medical record:
 1. Organon's Nexplanon Patient Consent Form
 2. Teen Health Clinic Nexplanon Insertion/Removal Consent Forms

TIMING OF INSERTION:

Eligible clients include those who meet the following criteria:

1. Must be on a reliable birth control method i.e. the birth control pill, patch, ring or IUD
2. Must be no more than 10 – 12 weeks after the last DMPA shot was given
3. Is within four weeks postpartum for non-lactating women
4. Is within the first seven days post-abortion or miscarriage
5. Is fully breastfeeding, amenorrhoeic, and less than six months postpartum

In addition the following criteria must be met:

1. Has a negative urine HCG test
2. Has not had intercourse since last normal period – obtain detailed sexual history

INSERTION: The manufacturer's instructions for insertion must be followed (see attached).

DOCUMENTATION:

- A record of the Nexplanon lot numbers must be made in the Perpetual Inventory Log Book.
- A record of the procedure, including the date of procedure, which arm it was placed in, and the lot number of the implant inserted must be documented in the client's medical record.
- The record must also document that the clinician and the client confirmed placement by palpating the implant after insertion.
- A peel-off label included in the Nexplanon packaging can be affixed to the flow sheet in the client's chart to document the above elements of the insertion procedure.
- Complete the user card and give it to the client.

FOLLOW-UP CARE:

The Nexplanon user will be advised to return to the clinic:

1. Two weeks post insertion
2. Three months post insertion
3. Annually for well woman exam
4. For interim visits if any problem is suspected or if any of the following occur:
 - Heavy vaginal bleeding or bleeding lasting longer than 14 days
 - Delayed menses after a long interval of regular cycles
 - Concern about a possible pregnancy
 - Unable to palpate rod in arm
 - Arm pain with or without pus, redness or bleeding at the insertion site
 - Onset or worsening of episodes of migraine, aura or severe headache
 - Expulsion of implant
 - Client decides she wants the implant removed

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- 4) Adhere to Centers for Disease Control and Prevention (CDC) Guidelines for Treatment of Sexually Transmitted Diseases.
- 5) Adhere to guidelines for reporting STDs, and to the policies and procedures developed by the City for medication allocation.
- 6) Identify a contact person within Contractor's organization responsible for medication requests and communications. Requests for medications shall be faxed to (713) 797-6629, Attn: Pharmacy, providing at least 24 hours notice.

B. In consideration for Contractor's services detailed above, the City agrees to perform the following:

1. Pending availability, provide medication to treat Gonorrhea, Chlamydia, Syphilis and pelvic inflammatory disease. Allocations will be based upon morbidity rates for these infections.
2. Provide a copy of the Centers for Disease and Control Prevention (CDC) Guidelines for Treatment of Sexually Transmitted Diseases to Contractor.
3. Provide statistical reports regarding STD cases reported to the City by Contractor.
4. Provide laboratory testing at the current HDHHS council approved laboratory fee.

II.

Term of Agreement

Contractor shall begin services hereunder on the countersignature date of this Agreement by the City's City Controller and shall continue services until December 31, 2012, unless this Agreement is terminated earlier as provided herein.

This Agreement may be automatically renewed for four (4) successive one-year terms on the same terms and conditions, unless the Director or its designee chooses not to renew this Agreement by notifying Contractor of non-renewal at least thirty (30) days before the expiration of the then-current term.

III.

Payment

The City has allocated no funds for the services provided under this Agreement.

IV.

Termination

Either party may terminate this Agreement at any time by providing thirty (30) days' written notice to the other party. Upon receipt of such notice, Contractor shall discontinue all services in connection with the performance of this Agreement.

V.

Address and Notice

Any and all notices and communications under this Agreement shall be mailed by first-class mail, or delivered, to the Contractor at the following address:

Baylor Teen Clinics
5737 Cullen
Suite 200
Houston, TX 77021
Attn: Angelina Jackson, ~~Medical Director~~

Dr. Peggy B. Smith
Clinic Coordinator

Any and all notices and communications under this Agreement shall be mailed by first-class mail, or delivered, to the City at the following address:

City of Houston
Houston Health and Human Services Department
P. O. Box 1562
Houston, Texas 77251

VI.

Miscellaneous

- (1) The parties agree that Contractor shall at all times be an independent contractor and not an agent or employee of the City.
- (2) Contractor shall maintain Professional Liability Insurance in the amount of \$1,000,000 per claim/aggregate during the term of this Agreement. The issuer of any policy shall (1) have a Certificate of Authority to transact insurance business in Texas or (2) be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide.

- (3) Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates including all professional licenses required by any statute, ordinance, rule or regulation. Contractor shall immediately notify the Director of any suspension, revocation, or other detrimental action against his or her license.
- (4) Contractor shall comply with all applicable state and federal laws and regulations and the City Charter and Code of Ordinances.
- (5) This Agreement merges the prior negotiations and understandings of the parties and embodies the entire agreement of the parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the parties regarding this Agreement.
- (6) This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.
- (7) Venue for any litigation relating to this Agreement is Harris County, Texas.
- (8) **CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.**
- (9) The City shall have the right to publish the results from any research involving the provision of the services by Contractor under this Agreement provided that the City shall not identify Contractor without Contractor's prior written permission.

VII.

This Agreement is specifically exempted from the requirements of Executive Order 1-31.

IN TESTIMONY OF WHICH, this instrument has been executed by the Contractor, and has been executed on behalf of the City by the Mayor.

BAYLOR TEEN CLINICS


Signature

Peggy B. Smith, Ph.D.

Printed Name

Professor and Director

Title

ATTEST:

CITY OF HOUSTON, TEXAS

Signed by:

City Secretary

Mayor

APPROVED:

COUNTERSIGNED BY:

Director, Houston Health and Human
Services Department

City Controller

DATE COUNTERSIGNED:

Assistant City Attorney
L.D. File No. 0380700086001

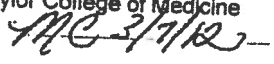
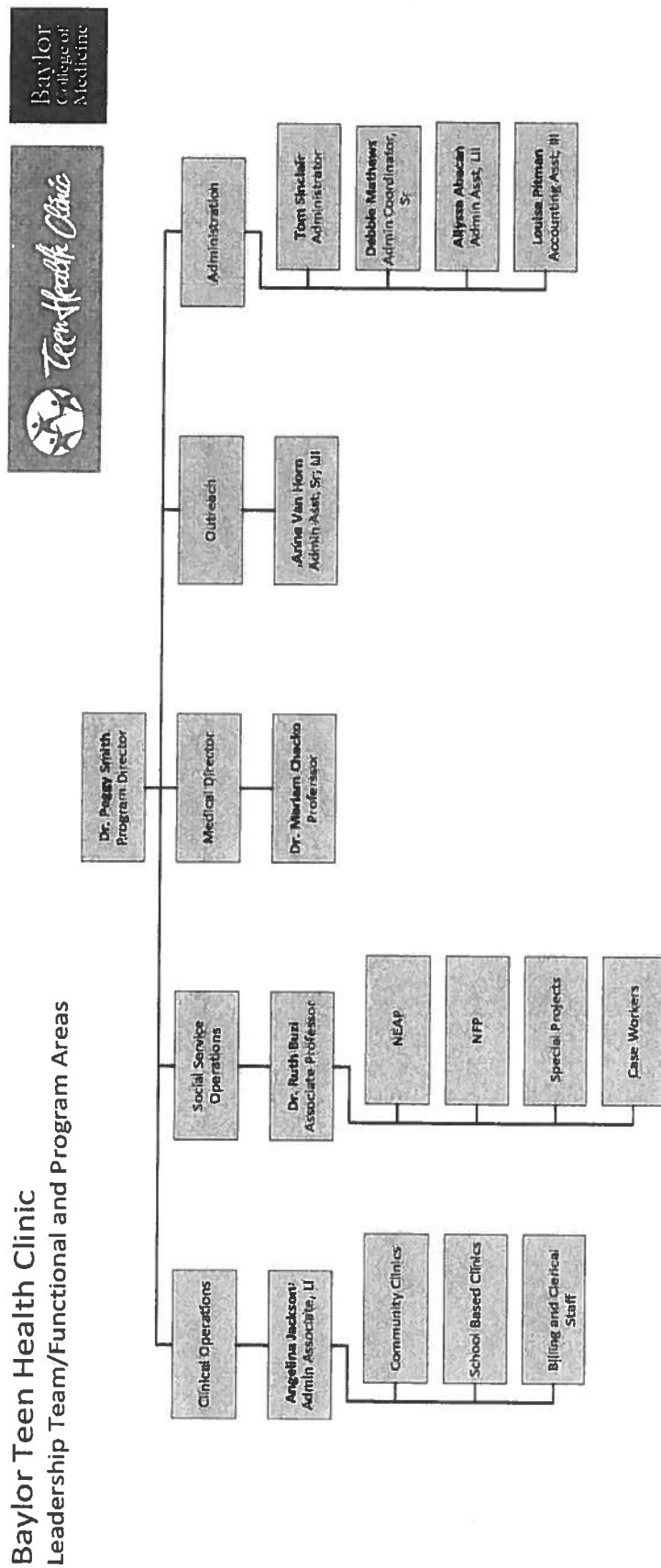
APPROVED AS TO FORM
Office of the General Counsel
Baylor College of Medicine
Rv 

EXHIBIT “A”
DSHS BUREAU OF HIV/STD PREVENTION POLICY 023.001



EXECUTIVE DIRECTOR POSITION DESCRIPTIONS

Position Title: Executive Director
Reports To: Baylor College of Medicine Board of Directors
FLSA Status: Exempt

Summary

Under the direction of the Board of Directors, the executive director is responsible for overall management and operation of the Baylor College of Medicine Teen Health Clinic while ensuring compliance with board directives and applicable grantor, federal and state requirements.

Essential Duties and Responsibilities

The executive director is responsible for overall operations, asset protection and provision of services of inner city youth in Harris County, marketing/public relations for Baylor College of Medicine Teen Health Clinic, 501(c)(3) non-profit private research and education corporation providing a flexible funding mechanism. In addition:

- Oversees all accounting functions including those necessary for auditing, budgeting, financial analysis, capital asset and property management and payroll in coordination with the Baylor College of Medicine Business Office and generally accepted accounting principles, policies and procedures, and all other applicable rules and guidelines.
- Coordinates all aspects of human resource management for up to 60 employees including but not limited to hiring and termination, developing position descriptions, setting compensation, working with employees' staff supervisors and applying board-approved employee policies and benefits in accordance with federal and state requirements; regularly supervises Baylor Teen Health Clinic administrative staff.
- Interacts with other personnel and organizations, such as the City, County, Hospital District, Houston ISD, other nonprofits in regard to matters affecting Baylor Teen Health Clinic.
- Is responsible for grants and contracts management including negotiating research agreement terms that reflect the needs of Baylor Teen Health Clinic, the investigator and the medical center; coordinates with legal advisors to finalize agreement terms; monitors progress of agreements and maintains agreement documentation to ensure fulfillment of agreement terms including receipt and expenditure of funds.
- Assists in the development of current and long-term organizational goals and objectives as well as policies and procedures for Baylor Teen Health Clinic operations. Establishes plans to achieve goals set by the Board of Directors and implements policies, subject to approval by the Board of Directors.

Baylor College of Medicine – Teen Health Clinic

Medical Director

Percentage: 10%

Qualifications: Licensed to practice medicine in the state of Texas, Board Certified in pediatrics and Subspecialty Board Certified in Primary Care Sports medicine.

Responsible to Director

Responsibilities:

- Provide consultation to Nurse practitioner or Physician Assistant regarding individual patient care.
- Approve and sign standing orders and protocols.
- Read and initial monthly staff meeting minutes.
- Participate in the quarterly chart review as mandated by Title X.
- Provide physician ID Number for billing.
- Meet with project coordination, project director, and providers as needed.
- Provide primary care to patient in ½ day male clinic.
- Provide subspecialty care for musculoskeletal medicine issues in clinic patients.

Revised 6/21/2004

Job Descriptions

Ruth S. Buzi, LCSW-PhD

Director of Social Services and Associate Professor

Qualifications: Ph.D. Social Sciences, preferably with 5 years experience

Responsible to Clinic Director

Responsibilities:

1. Overall responsibility for the organization and implementation of social services projects.
2. Responsible for interviewing, recommendation of hiring and evaluation of social workers.
3. Supervision of personnel including scheduled evaluations, commendations and reprimands. This also includes first approval and validation of work hours, vacation, and sick leave.
4. Coordinate Junior League training and program implementation.
5. Participate in research projects including developing instruments, IRB submission, data collection, data entry, and data analysis.
6. Participate in manuscript writing and preparation for publications.
7. Assist with the writing of grant content in areas related to perinatal care, family planning, and mental health.
8. Responsible for evaluation of Gilead project
9. Attend community meetings
10. Coordinate the Male Clinic, Centering Pregnancy, NEAP, and Nurse Family Partnership.
11. Consult nurse managers on issues related to the provision of social work services and provide crisis intervention services for clients.
12. Coordinate Teen Health Clinic Advisory Board meetings.
13. Responsible for staff in-services.

Baylor College of Medicine – Teen Health Clinic

Sr. Administrative Assistant LI / Clinic Coordinator

Percentage: 100%

Qualifications:

- **Bachelor's Degree in Health Education, Human Development, or Nursing with 3 years experience in the field**
- **License Vocational Nurse with 5 years experience in the related field**

Certification: None Required

Responsible to Director

Job Responsibilities:

Responsible for in-house staff meetings and agenda: Nurse Manager, Nurse Practitioner, Medical Directors, and other staff as indicated

Responsible for implementation of procedures and protocols

Responsible for the implementation of CLIA license and guidelines

Responsible for internal monthly reports (STD, Immunization) to City of Houston

Responsible for coordination of site visits: Texas Department of Health, CLIA, State Board of Pharmacy, and City of Houston Immunization etc.

Responsible for direct supervision of all clinical staff to include performance reviews and make recommendation for merit increases, promotions, and demotions:

- Skill reviews
- Yearly evaluations

Responsible for internal clinic site inspections at all Teen Health Clinic sites

Responsible for all Quality Assurance activities, documentation of quarterly reports

Responsible for implementation and documentation of all clinic staff training and development:

- In-house OSHA yearly training
- CLIA skill training, etc.

Responsible for all lab occurrence reports, adverse outcome reports, and documentation

Responsible for credentialing, verification, and documentation of all clinical staff

Responsible for monitoring Methodist account

Responsible for Teen Health Clinic yearly updated requirements

Baylor College of Medicine – Teen Health Clinic

Responsible for clinical employee's personnel folders and job description updates

Responsible for CDD (TIPP Study)

Responsible for pharmacy license and all expanded drug formulary yearly updates

Responsible for Standing Orders Protocol updates and Primary Care Drug updates

Coordinates outreach community based transportation program for teens to Cavalcade and LBJ Teen Health Clinics

Coordinates and oversees primary or preventive health services referral follow-up procedures

Coordinates and oversees prenatal referral systems for pregnant teens girls

Liaison with the Department of Human Resources for recruitment, interviewing, and hiring for the organizational unit







Liaison between staff and Director

Liaison between staff and Medical Director

Liaison between Teen Health Clinic and other agencies "as indicated", Texas Department of Health, Harris County Hospital District, and Precinct One, etc.

Baylor College of Medicine – Teen Health Clinic

Appendix H. Marketing: BTHC Text Messages

 Baylor Teen Health Cli... Details	 Baylor Teen Health Cli... Details
<p>Text Message Wed, Feb 17, 5:40 PM</p> <p>Think about your heart health this month! Enjoy the beautiful weather by taking a walk or bike ride outside. Stay active! -Tiff Teen Clinic</p>	<p>Thu, Mar 10, 5:42 PM</p> <p>With Spring Break approaching remember to stay safe and healthy! Remember to watch what you drink, wear sunscreen, and stay active! -Tiff Teen Clinic</p>
<p>Wed, Mar 2, 5:36 PM</p> <p>Savor the flavor of eating right by celebrating National Nutrition Month! Make sure to eat fruits and vegetables everyday! -Tiff Teen Clinic</p>	<p>Tue, Mar 15, 5:50 PM</p> <p>If your out in the sun, be cool and wear your shades – UV rays can hurt your eyes. -Tiff Teen Clinic</p>
<p>Thu, Mar 10, 5:42 PM</p> <p>With Spring Break approaching remember</p> <p> Text Message Send</p>	<p>Wed, Mar 23, 5:39 PM</p> <p>Health Tip: 30 minutes of exercise each day can improve your mood and</p> <p> Text Message Send</p>
<p> Baylor Teen Health Cli... Details</p> <p>shades – UV rays can</p> <p>hurt your eyes. -Tiff Teen Clinic</p>	
<p>Wed, Mar 23, 5:39 PM</p> <p>Health Tip: 30 minutes of exercise each day can improve your mood and increase your energy! Stay healthy! -Tiff Teen Clinic</p>	
<p>Thu, Apr 7, 5:32 PM</p> <p>April is National Child Abuse Prevention Month. Help to create awareness and build strong, nurturing communities that are supportive of families. -Tiff</p> <p> Text Message Send</p>	

Appendix I. Marketing: Monthly Google Analytics Report (examples)

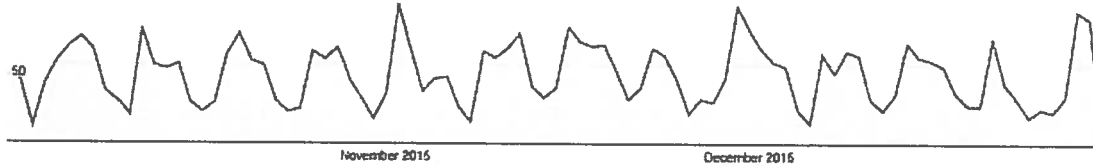
Audience Overview

Oct 1, 2015 - Dec 30, 2015



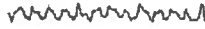
Overview

Sessions
100



Sessions

3,929



Users

2,954



Pageviews

14,720



Pages / Session

3.75



Avg. Session Duration

00:02:27

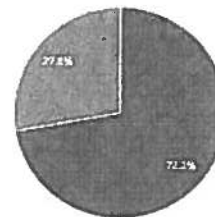


Bounce Rate

39.91%



New Visitor Returning Visitor



% New Sessions

72.10%



Language	Sessions	% Sessions
1. en-us	3,704	96.56%
2. en	20	0.74%
3. pt-br	24	0.61%
4. (not set)	21	0.53%
5. en-gb	14	0.36%
6. zh-cn	9	0.23%
7. es	7	0.18%
8. es-419	6	0.15%
9. es-es	4	0.10%
10. it-it	4	0.10%

Baylor College of Medicine – Teen Health Clinic

Location

Oct 1, 2015 - Dec 30, 2015

All Sessions
00.00%

Map Overlay

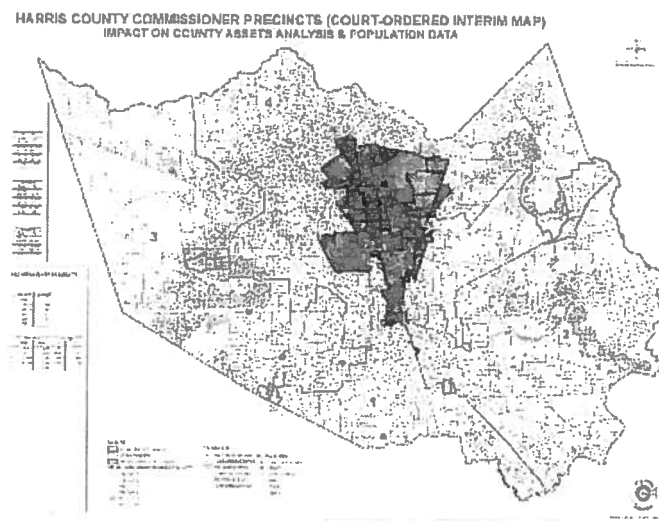
Summary



Country	Acquisition			Behavior			Conversions		
	Sessions	% New Sessions	New Users	Bounce Rate	Pages / Session	Avg. Session Duration	Goal Conversion Rate	Goal Completions	Goal Value
	3,929 % of Total: 100.00% (3,929)	72.18% Avg for View: 72.10% (0.11%)	2,836 % of Total: 100.11% (2,833)	39.91% Avg for View: 39.91% (0.00%)	3.75 Avg for View: 3.75 (0.00%)	00:02:27 Avg for View: 00:02:27 (0.00%)	0.00% Avg for View: 0.00% (0.00%)	0 % of Total: 0.00% (0)	\$0.00 % of Total: 0.00% (\$0.00)
1. United States	3,869 (98.39%)	72.44%	2,658 (93.72%)	38.39%	3.89	00:02:34	0.00%	0 (0.00%)	\$0.00 (0.00%)
2. China	72 (1.83%)	96.83%	68 (2.43%)	97.22%	1.03	00:00:17	0.00%	0 (0.00%)	\$0.00 (0.00%)
3. Russia	57 (1.48%)	1.75%	1 (0.04%)	94.74%	1.07	00:01:31	0.00%	0 (0.00%)	\$0.00 (0.00%)
4. Brazil	24 (0.61%)	100.00%	24 (0.85%)	100.00%	1.00	00:00:50	0.00%	0 (0.00%)	\$0.00 (0.00%)
5. India	13 (0.33%)	68.23%	9 (0.32%)	38.46%	8.31	00:02:01	0.00%	0 (0.00%)	\$0.00 (0.00%)
6. (not set)	12 (0.31%)	100.00%	12 (0.42%)	100.00%	1.00	00:00:50	0.00%	0 (0.00%)	\$0.00 (0.00%)
7. Israel	7 (0.18%)	71.43%	5 (0.18%)	85.71%	3.57	00:00:39	0.00%	0 (0.00%)	\$0.00 (0.00%)
8. Netherlands	7 (0.18%)	100.00%	7 (0.25%)	100.00%	1.00	00:00:50	0.00%	0 (0.00%)	\$0.00 (0.00%)
9. Ukraine	5 (0.13%)	20.00%	1 (0.04%)	80.00%	1.20	00:00:41	0.00%	0 (0.00%)	\$0.00 (0.00%)
10. United Kingdom	4 (0.10%)	50.00%	2 (0.07%)	75.00%	2.50	00:00:23	0.00%	0 (0.00%)	\$0.00 (0.00%)



Appendix J. Target Service Area Map



Baylor College of Medicine – Teen Health Clinic

Appendix K. Population Income Table

The GAN, East End, Fifth Ward, & Third Ward Neighborhoods Compared to the City of Houston

Household Income	GAN	East End	Fifth Ward	Third Ward	Acres Home	Houston
Under \$10,000	15%	*	*	*	*	12%
\$10,000 to \$24,999	33%	*	*	*	*	21%
Under \$15,000	*	34%	41%	44%	31%	23%
\$15,000 to \$25,000	*	20%	18%	19%	14%	18%
\$25,000 to \$35,000	*	13%	11%	10%	11%	16%
\$25,000 TO \$49,999	34%	*	*	*	*	31%
\$35,000 to \$50,000	*	14%	9%	9%	12%	15%
\$50,000 to \$75,000	11%	11%	16%	13%	19%	14%
Over \$75,000	7%	8%	5%	6%	14%	15%

Baylor College of Medicine – Teen Health Clinic

Appendix L. 1115 Waiver Performing Provider Participants

Performing Provider	Project ID #	Project Title
Memorial Hermann Northwest Hospital	020834001.1.1	Primary Care Expansion - School Based Health
The University of Texas Health Science Center	111810101.1.6	Primary Care
University of Texas Health Science Center	111810101.1.9	New North Harris County Healthcare Clinic
Harris Health Ben Taub General Hospital	133355104.1.1	Gulfgate Same Day Access Clinic
Harris Health Ben Taub General Hospital	133355104.1.14	Casa de Amigos Same Day Access Clinic
Memorial Hermann Hospital	137805107.1.1	Physician Network Development
Harris Health Ben Taub General Hospital	133355104.1.6	Same day clinics (3) (India House, BT, LBJ)

Baylor Teen Clinic Services for Chavez

Baylor College of Medicine – Teen Health Clinic

Students:

Immunizations
Primary Health Care
Sports Rehabilitation
Athlete Examinations
Physical Exam
Treatment of Minor Illnesses
Health Education
Testing for STDs
HIV Screening & Counseling



Baylor Teen Clinic locations:

● Ben Taub Hospital
1504 Taub Loop
(713) 873-3601

● Cavalcade
3815 Cavalcade
(713) 673-1655

● Lee HS
6529 Beverly Hill Ln.
(832) 432-3773

● Worthing HS
9215 Scott
(281) 394-0528

● LBJ Hospital
5656 Kelly
(713) 636-5612

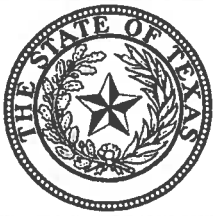


● Lawn
8111 Lawn Street
(281) 847-9970

● Tejano Center
2950 Broadway Bldg E
(713) 640-3730

● Sterling HS
11625 Martindale Rd
(713) 955-6071

● Cullen Health Center
5737 Cullen Blvd., Ste. 200
(713) 440-7313



**State of Texas
Health & Human Services Commission**

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name

Social Security #

N/A

N/A

III.

As required by Section 231.006, the undersigned certifies the following:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

N/A: Baylor College of Medicine does not fit description as described above

Signature

Lennne Scott

Printed Name

Title

Director Sponsored Programs

4/26/2016

Date

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ☐ Yes ☒ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

- ☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- ☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor Baylor College of Medicine	Vendor ID No. or Social Security No. 74-1613878	HHSC Contract No. (if applicable)
------------------------------------------------------------	----------------------------------------------------	-----------------------------------

Leanne Scott

Signature of Authorize Representative

4/26/2016

Date

Printed/Typed Name and Title of Authorized Representative

Leanne Scott, PhD | Director, Sponsored Programs

Required Certifications

Instructions: This form must be submitted as an attachment to the respondent's proposal, and must be signed in ink by an individual who is authorized to bind the respondent.

By submitting a proposal, the respondent agrees and certifies the following.

1. The respondent accepts the RFP terms and conditions, including HHSC's Uniform Contract Terms and Conditions, and other RFP requirements unless specifically noted on the Respondent Information and Disclosure Form. HHSC reserves the right to reject any or all of the respondent's proposed exceptions.
2. The respondent's proposal will remain a firm and binding offer for 240 days from the date the proposal is due.
3. The respondent guarantees that the proposal complies with all RFP requirements, at the costs outlined in the proposal. The respondent further guarantees that the terms specified in the proposal will remain firm and binding through the contract termination date, unless the parties agree to modify such terms in the contract.
4. HHSC will have the right to use, produce and distribute copies of, and disclose all or part of the proposal to HHSC's employees, agents, and contractors and other governmental entities as HHSC deems necessary to complete the procurement process or comply with state or federal laws.
5. Neither the respondent nor any firm, corporation, partnership, or institution represented by the respondent, nor anyone acting for such firm, corporation, partnership or institution has: (1) violated the antitrust laws of the State of Texas under TEX. BUS. & COM. CODE, Chapter 15, or federal antitrust laws, or (2) communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process.
6. All prices proposed by the respondent have been arrived at independently. The respondent has not, for the purpose of restricting competition, consulted, communicated with, and/or made any agreements with or inducements to any other respondent relating to:
 - o the intention to submit a proposal;
 - o the methods or factors used to calculate the prices proposed; or
 - o the respondent's proposal.
7. On behalf of itself, any parent or subordinate organization and all proposed subcontractors, the respondent accepts as lawful and binding, without reservation or limitation:
 - o the RFP's submission requirements and specifications, including all RFP appendices and addenda, except as noted in the Respondent Information and Disclosure Form;
 - o HHSC's procurement rules, procedures, and processes;
 - o HHSC's use of the evaluation methodology and process described in RFP Section 5;
 - o HHSC's sole, unrestricted right to reject any or all proposals, or parts thereof, submitted in response to the RFP;
 - o the substantive, professional, legal, procedural, and technical propriety of the RFP Scope of Work.
8. The respondent generally releases from liability and waives all claims against any party providing information about the respondent at HHSC's request.
9. Prior to assigning any personnel to perform any part of its obligation under the contract, the respondent agrees that it will require its personnel and subcontractor personnel to execute individual confidentiality agreements, which upon execution will become part of the contract.

10. The respondent does not have personal or business interests that present a conflict of interest with respect to the RFP and resulting contract, and if applicable, the respondent has identified any potential conflicts of interest in its proposal.
11. The respondent has complied with all State of Texas and federal laws and regulations relating to the hiring of former state employees, and has disclosed all past state employment in its proposal.
12. The respondent has identified all parts of its proposal that it believes are excepted from disclosure under the Texas Public Information Act, and provided an explanation of why it believes the exceptions apply, in the Respondent Information and Disclosure.
13. Under Section 2155.004, Texas Government Code, the respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
14. Under Section 2155.006, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
15. Under Texas Family Code Section 231.006, relating to child support obligations, the respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.
16. The respondent will adhere to, and require its subcontractors to adhere to, Executive Order 13224, "Terrorist Financing – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," effective September 24, 2004, as amended.
17. Respondent has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
18. The respondent acknowledges all addenda and amendments to the RFP.

Leanne Scott
Signature

Leanne B. Scott, Ph.D.
Printed Name **Director, Sponsored Programs**

Title

4-26-2016
Date

CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

Covered Awards and Subawards--Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

Lobbying--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement".

Limited Use of Appropriated Funds Not Prohibited--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration of products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

Professional and Technical Services--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

Other Allowable Activities--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

Funds Other Than Federal Appropriations--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

Applicability of Other State and Federal Requirements--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

TERMS OF CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? ☐ Yes ☒ No

Name of Contractor/Potential Contractor Baylor College of Medicine	Vendor ID No. or Social Security No. 74-1613878	HHSC Contract No. (if applicable)
-----------------------------------------------------------------------	----------------------------------------------------	-----------------------------------

Name of Authorized Representative (type or print) Leanne Scott, PhD	Title Director, Sponsored Programs	Signature--Authorize Representative <i>Leanne Scott</i>	Date 4/26/2016
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TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ANTI-TRUST CERTIFICATION

STATE OF TEXAS

COUNTY OF TRAVIS

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

- a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
- b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.

Leanne Scott

Authorized signature

Baylor College of Medicine

Name of Contractor/Vendor

4/26/2016

Date

Leanne Scott, PhD

Printed Name of Individual

Director, Sponsored Programs

Title of Individual

Respondent Information and Disclosures

Instructions: This form must be submitted as an attachment to the respondent's proposal.

Part 1: General Respondent Information.

1. Organization's Legal Name: Baylor College of Medicine
2. Doing Business As: _____
3. Physical Address: One Baylor Plaza, Houston, TX 77030
4. Mailing Address: Teen Health Clinic 1504 Taub Loop, Houston, Texas 77030
5. Taxpayer Identification Number: _____
6. Legal Status (check one):
☐ For-profit Entity ☒ Non-profit Entity
☐ Governmental Entity
7. Business Structure (check one):
☐ Corporation ☐ Limited (Liability) Company
☐ Partnership ☐ Limited (Liability) Partnership
☐ Joint Venture ☐ Sole Proprietorship
☐ Other (specify): _____
8. State of Incorporation, If Applicable: Texas
9. Name of Parent Entity, If Applicable: _____
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Part 2: Respondent Contact Information.

- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. Person Who Will Sign the Contract:</p> <p>Name: <u>Leanne Scott, PhD</u></p> <p>Title: <u>Director, Sponsored Programs</u></p> <p>Mailing Address: <u>One Baylor Plaza</u>
<u>Houston, Texas 77030</u></p> <p>Telephone: <u>713-798-1297</u></p> <p>Fax: <u>713-798-6990</u></p> <p>E-mail: <u>spo@bcm.edu</u></p> | <p>2. Primary Contact for Proposal Questions:</p> <p>Name: <u>Peggy B. Smith, PhD</u></p> <p>Title: <u>Professor & Director</u></p> <p>Mailing Address: <u>Teen Health Clinic 1504 Taub Loop</u>
<u>Houston, Texas 77030</u></p> <p>Telephone: <u>713-873-3601</u></p> <p>Fax: <u>713-873-3608</u></p> <p>E-mail: <u>peggys@bcm.edu</u></p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Part 3: Subcontractor Information. *Provide the following information for each proposed subcontractor. Attach additional pages if necessary.*

1. Organization's Legal Name: N/A
2. Doing Business As: _____
3. Physical Address: _____

4. Mailing Address: _____

5. Taxpayer Identification Number: _____

6. Legal Status (check one): ☐ For-profit Entity ☐ Non-profit Entity
☐ Governmental Entity

7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company
☐ Partnership ☐ Limited (Liability) Partnership
☐ Joint Venture ☐ Sole Proprietorship
☐ Other (specify): _____

8. State of Incorporation, If Applicable: _____

9. Name of Parent Entity, If Applicable: _____

10. HUB Status (check one): ☐ State of Texas Certified Entity ☐ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☒ No

Part 4: Former Employees of a State Agency. Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.

1. Name of former state employee: _____

2. Job title at termination of state employment: _____

3. Date of termination of state employment: _____

4. Annual rate of compensation at termination: _____

5. Description of job responsibilities while state employee: _____

6. If the former state employee worked on matters relating to the RFP, describe those matters: _____

Have you attached additional pages for Part 4? ☐ Yes ☒ No

Part 5: Conflicts of Interest. *Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.*

N/A

Have you attached additional pages for Part 5? ☐ Yes ☒ No

Part 6: Litigation. *Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.*

There are no items listed above at the Baylor College of Medicine that involve the Teen Health Clinic.

Have you attached additional pages for Part 6? ☐ Yes ☒ No

Part 7: Exceptions or Reservations to the RFP. List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.

N/A

Have you attached additional pages for Part 7? ☐ Yes ☒ No

Part 8: Texas Public Information Act (PIA): Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.

1. Proposal Section: N/A

2. PIA Exception*: _____

3. Explanation of Why the Exception Applies: _____

* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☒ No



HUB SUBCONTRACTING PLAN (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

❖ If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:

- ☐ Section 1 – Respondent and Requisition Information
- ☐ Section 2 a. – Yes, I will be subcontracting portions of the contract
- ☐ Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
- ☐ Section 2 c. – Yes
- ☐ Section 4 – Affirmation
- ☐ GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

❖ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

- ☐ Section 1 – Respondent and Requisition Information
- ☐ Section 2 a. – Yes, I will be subcontracting portions of the contract
- ☐ Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
- ☐ Section 2 c. – No
- ☐ Section 2 d. – Yes
- ☐ Section 4 – Affirmation
- ☐ GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

❖ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

- ☒ Section 1 – Respondent and Requisition Information
- ☒ Section 2 a. – Yes, I will be subcontracting portions of the contract
- ☒ Section 2 b. – List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
- ☒ Section 2 c. – No
- ☒ Section 2 d. – No
- ☒ Section 4 – Affirmation
- ☒ GFE Method B (Attachment B) – Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

❖ If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:

- ☐ Section 1 – Respondent and Requisition Information
- ☐ Section 2 a. – No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
- ☐ Section 3 – Self Performing Justification
- ☐ Section 4 – Affirmation

**Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*



HUB SUBCONTRACTING PLAN (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders contracts,
- 32.7 percent for all special trade construction contracts,
- 23.6 percent for professional services contracts,
- 24.6 percent for all other services contracts, and
- 21 percent for commodities contracts.

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

The Baylor Teen Health Clinic-BTHC, a network of 10 facilities in support of youth related healthcare throughout Harris County has developed this HUB subcontracting plan in response to a Request for Proposal-RFP pertaining to the Healthy Texas Women-HTW program administered by the Texas Health and Human Services Commission-HHSC. BTHC has provided HUB subcontracting plans in relation to HTW since 2011. Since 2011, BTHC has made substantial progress in building upon its subcontracting program. Two examples of this are in the areas of supplies and staffing. In 2015, Today's Business Solutions (a Houston based HUB firm) was selected as a preferred vendor of office supplies throughout the Baylor College of Medicine-BCM. About 14% of the total HTW budget is slated for supply related costs thus this selection will have a significant positive impact upon the subcontracting plans of BCM units such as BTHC in regarding ofc materials. The other component of the supply budget is for medical supplies. The vertical integration of the medical supply chain poses significant challenges to this HUB subcontract submission. In response, BTHC has asked its non-HUB medical suppliers to utilize the HUB mentor-protege program towards helping us to increase our HUB subcontracting activities. BTHC is hopeful that the fruit of these efforts will be realized in upcoming subcontract progress reporting. On a related note, three major medical suppliers in relation to the HTW work are headquartered out of state, two being small business thus BTHC will not be able to qualify these firms for the Texas HUB program. In regards to staffing, BCM maintains a pre-qualified list of firms for these needs to which three HUB providers have been qualified. Approximately three-quarters of the HTW budget are internal personnel and fringe benefit related except for two slots (Nurse-Registered II and Nurse-Licensed Vocational I) that for the first time will be sourced among the recently qualified HUB firms in the BCM staffing list. Finally, thanks to the Texas Comptroller's HUB listing of vendors, BTHC was able to identify a large vendor pool for its document shredding needs to which these services have never been sourced from a HUB firm. BTHC envisions the use of a HUB document shredding vendor in this subcontracting plan.

SECTION 1 RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: Baylor Teen Health Clinic State of Texas VID #: 74-1613878
 Point of Contact: Peggy B. Smith, PhD Phone #: 713-873-7306
 E-mail Address: peggys@bcm.edu Fax #: 713-873-3608
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No
- c. Requisition #: HTW #7416138786 Bid Open Date: 03/22/2016
 (mm/dd/yyyy)

Enter your company's name here:

Baylor Teen Health Clinic

Requisition #: HTW #7416138786

SECTION 2 SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☒ - Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b, of this SECTION and continue to Item c of this SECTION.)

☐ - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs .
1	Temporary Staffing and Consultants	0.48 %	%	%
2	Office Supplies	0.57 %	%	%
3	Printing and Document Destruction	0.20 %	%	%
4	Lab/Med Supplies and Industrial Equip	2.75 %	%	%
5		%	%	%
6	Travel Reimbursement	%	%	0.06 %
7	Pharmaceuticals & Related Equip/Supplies	%	%	5.33 %
8	Internal Personnel and Benefits	%	%	88.90 %
9	Other (printing, shipping, phone, comp)	%	%	0.99 %
10	Contractual (Women's Health Labs, DSHS)	%	%	0.72 %
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		4.00 %	%	96.00 %

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

☒ - No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract* in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

☐ - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

☒ - No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here:

Baylor Teen Health Clinic

Requisition #: HTW #7416138786

SECTION 3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

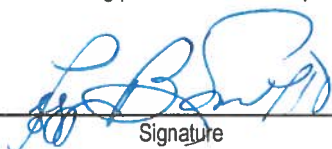
Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- ☐ - Yes (If Yes, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- ☐ - No (If No, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

SECTION 4 AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.



Signature

Peggy B. Smith, PhD

Printed Name

Director

Title

4/13/2016

Date
(mm/dd/yyyy)

- REMINDER:** ➤ If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: Baylor Teen Health Clinic Requisition #: HTW #7416138786

IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc>

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: 1 Description: Temporary Staffing and Consultants

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If Yes, to continue to SECTION B-4.)

☒ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Executeam Staffing	1371498045800	04/18/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Allied Health	1760591005200	04/18/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Clinical Comm	1760593388000	04/18/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more minority or women trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>
- d. List two (2) minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Southwest Minority Supplier Dev. Council	04/11/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Women's Business Enterprise Alliance	04/11/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) *Cont.*

Enter your company's name here: Baylor Teen Health Clinic Requisition #: HTW #7416138786

SECTION B-4 SUBCONTRACTOR SELECTION

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: 1 Description: Temporary Staffing and Consultants

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
Executeam Staffing	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1371498045800	\$ 24,962.00	0.48 %
Allied Health	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1760591005200	\$ 24,962.00	0.48 %
Clinical Comm	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1760593388000	\$ 24,962.00	0.48 %
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
*multiple award winner BPA contract	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
value \$24,962.00	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 02/12

Enter your company's name here: Baylor Teen Health Clinic Requisition #: HTW #741613878

IMPORTANT: If you responded "**No**" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc>

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: 2 Description: Office Supplies

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If Yes, to continue to SECTION B-4.)

☒ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Today's Business Solutions	1542118178300	02/26/2015	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Tejas Ofc Products	1760032427500	11/08/2011	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Challenge Ofc Products	1760251912000	11/08/2011	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more minority or women trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>
- d. List two (2) minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Southwest Minority Supplier Dev. Council	04/11/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Women's Business Enterprise Alliance	04/11/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: Baylor Teen Health Clinic Requisition #: HTW #741613878

IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc>

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: 2 Description: Office Supplies

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If Yes, to continue to SECTION B-4.)

☒ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Advantage Office Products	1271418524100	11/08/2011	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more minority or women trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>
- List two (2) minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Southwest Minority Supplier Dev. Council	04/11/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Women's Business Enterprise Alliance	04/11/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) *Cont.*

Enter your company's name here: Baylor Teen Health Clinic Requisition #: HTW #741613878

SECTION B-4 SUBCONTRACTOR SELECTION

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: 2 Description: Office Supplies

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
Today's Business Solutions	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1542118178300	\$ 29,642.00	0.57 %
Tejas Ofc Products	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1760032427500	\$ 29,642.00	0.57 %
Advantage Ofc products	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1271418524100	\$ 29,642.00	0.57 %
Challenge Ofc Products	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1760251912000	\$ 29,642.00	0.57 %
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
*multiple award winner BPA contract	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
value \$29,642.00	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: Baylor Teen Health Clinic Requisition #: HTW #741613878

IMPORTANT: If you responded "**No**" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc>

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: 3 Description: Printing and Document Destruction

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If Yes, to continue to SECTION B-4.)

☒ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Metoyer-Roy	1272839903600	04/18/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
GAMMA	1352352342900	04/18/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
A1	1611515701400	04/18/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more minority or women trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>
- List two (2) minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Southwest Minority Supplier Dev. Council	04/11/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Women's Business Enterprise Alliance	04/11/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: Baylor Teen Health Clinic Requisition #: HTW #741613878

SECTION B-4 SUBCONTRACTOR SELECTION

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: 3 Description: Printing and Document Destruction

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
Metoyer-Roy	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1272839903600	\$ 10,400.00	0.20 %
Gamma	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1352352392900	\$ 10,400.00	0.20 %
A1	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1611515701400	\$ 10,400.00	0.20 %
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
*multiple award winners BPA contract	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
value \$10,400.00	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: Baylor Teen Health Clinic Requisition #: HTW #7416136878

IMPORTANT: If you responded "**No**" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc>

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: 4 Description: Lab/Medical Supplies & Industrial Equipm

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If Yes, to continue to SECTION B-4.)

☒ - No / Not Applicable (If **No** or **Not Applicable**, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Pacific Star	1203860421600	04/18/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Expotech	1760302435100	11/07/2011	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Pruett	1742761829700	11/07/2011	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more minority or women trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>
- List two (2) minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Southwest Minority Supplier Dev. Council	04/11/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Women's Business Enterprise Alliance	04/11/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: Baylor Teen Health Clinic Requisition #: HTW #741613878

IMPORTANT: If you responded "**No**" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc>

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: 4 Description: Lab/Medical Supplies & Industrial Equipm

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If Yes, to continue to SECTION B-4.)

☒ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
MWI	1742405499100	04/18/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Ternio Group	1461464073900	04/18/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Summus/Cardinal	1760533392500	04/18/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more minority or women trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>
- List two (2) minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Southwest Minority Supplier Dev. Council	04/11/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Women's Business Enterprise Alliance	04/11/2016	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: Baylor Teen Health Clinic Requisition #: HTW #7416136878

SECTION B-4 SUBCONTRACTOR SELECTION

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.
Item #: 4 Description: Lab/Medical Supplies & Industrial Equipment
- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
MWI	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742405499100	\$ 143,010.00	2.75 %
Ternio Group	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1461464073900	\$ 143,010.00	2.75 %
Summus	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1760533392500	\$ 143,010.00	2.75 %
Pacific Star	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1203860421600	\$ 143,010.00	2.75 %
Expotech	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1760302435100	\$ 143,010.00	2.75 %
Pruett	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742761829700	\$ 143,010.00	2.75 %
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
*multiple award winners BPA contract	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
value \$143,010	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



HHS Enterprise Data Use Agreement - Attachment 2
SECURITY AND PRIVACY INITIAL INQUIRY (SPI)
Email: InfoSecurity@hhsc.state.tx.us

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses in sections B and C prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers in Sections B and C below prior to performing any work on behalf of any HHS agency. For existing contracts or renewals with "No" responses, there must be an action plan for remediation of Section B and C within 30 days for HIPAA related contracts and 90 days for others.

SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)

1. Entity or Applicant/Bidder Legal Name	Legal Name: Baylor College of MedicineTeen Health Clinic Address: 1504 Taub Loop City: Houston State: TX ZIP: 77030 Main Telephone #: 713 - 873-3601 Website: teenhealthclinic.org
2. Number of Employees, at all locations, in Applicant Bidder's Workforce "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	Total Employees: 81
3. Number of Subcontractors (if Applicant/Bidder will not use subcontractors, enter "0")	Total Subcontractors: 0
4. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder (Privacy and Security Official may be the same person.)	A. Security Official: Name: Sam Buzi Address: 4715 Jackson City: Houston State: TX ZIP: 77004 Telephone #: 713-592-8844 Email Address: sam@computer-sam.com B. Privacy Official: Name: Sam Buzi Address: 4715 Jackson City: Houston State: TX ZIP: 77004 Telephone #: 713-592-8844 Email Address: sam@computer-sam.com

5. HHS Agency Information Provide the following information if known.

Contract Mgr:	<input type="text"/>	Email Address:	<input type="text"/>	Agency:	<input type="text"/>
Telephone #:	<input type="text"/>	Requesting Dept:	<input type="text"/>	PO/Contract #:	<input type="text"/>

6. Number of Storage Devices for HHS Confidential Information (as defined in the HHS Data Use Agreement (DUA)) Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.	Total # (Sum a-d) 107
a. Devices. Number of personal user computers, devices or drives, including mobile devices and mobile drives.	100
b. Servers. Number of Servers that are not in a data center or using Cloud Services.	6
c. Cloud Services. Number of Cloud Services in use.	1
d. Data Centers. Number of Data Centers in use.	0
7. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year:	Select Option
a. 499 individuals or less b. 500 to 999 individuals c. 1,000 to 99,999 individuals d. 100,000 individuals or more	<input type="radio"/> a. <input type="radio"/> b. <input checked="" type="radio"/> c. <input type="radio"/> d.
8. HIPAA Business Associate Agreement	Yes or No
a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered HHS agency for a HIPAA-covered function?	<input checked="" type="radio"/> Yes <input type="radio"/> No
b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "No" if not applicable, such as for agencies not covered by HIPAA.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
9. Subcontractors. If the Applicant/Bidder responded "0" to Question 3 (indicating no subcontractors), check "No" for both 'a.' and 'b.' to indicate "N/A."	Yes or No
a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?	<input type="radio"/> Yes <input checked="" type="radio"/> No
b. Will Applicant/Bidder obtain written approval from an HHS agency before entering into any agreements with subcontractors to handle HHS Confidential Information on behalf of Applicant/Bidder?	<input type="radio"/> Yes <input checked="" type="radio"/> No
10. Does Applicant/Bidder have any Optional Insurance currently in place? Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.	<input checked="" type="radio"/> Yes <input type="radio"/> No

Section B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)

1. Written Policies & Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	Yes or No
a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential Information on behalf of an HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three): i. Immediate breach notification to the HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose HHS Confidential Information has been breached, as directed by the HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>


f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by an HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of HHS Confidential Information within 60 days of identification of a need for update?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the HHS Confidential Information, except for an Authorized Purpose, without express written authorization from an HHS agency or as expressly permitted by the Base Contract?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

k. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit offshoring, or the use, disclosure, creation, maintenance or transmission of HHS Confidential Information outside of the United States of America, without express written permission from the HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of HHS pursuant to the DUA, or to publish HHS Confidential Information without express prior approval of the HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling HHS Confidential Information, (2) a requirement to complete training before access is given to HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

<p>3. Does Applicant/Bidder have Privacy Safeguards to protect HHS Confidential Information in oral, paper and/or electronic form?</p> <p>"Privacy Safeguards" means protection of HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to HHS Confidential Information, whether oral, written or electronic?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle HHS Confidential Information from the list of Authorized Users?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>Section C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)</p>	
<p>This section is about your electronic system. If your business DOES NOT store, access, or transmit HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.</p>	<p><input type="checkbox"/> No Electronic Systems</p>
<p>1. Does Applicant/Bidder ensure there are not any offshore (outside of the United States) services that access, create, disclose, receive, transmit or maintain HHS Confidential Information?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>

3. Does Applicant/Bidder monitor and manage access to HHS Confidential Information (i.e., access is limited to Authorized Users, formal processes exist for granting access and validating need for remote access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
4. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain HHS Confidential Information have a unique user name (account) and private password?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
5. Does Applicant/Bidder have a system for changing default passwords, requiring user password changes at least every 90 days, and prohibiting the creation of weak passwords for all computer systems that access or store HHS Confidential Information (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
7. Does Applicant/Bidder secure, manage and encrypt remote access to computer systems containing HHS Confidential Information, including wireless access, (i.e., access is limited to Authorized Users, a formal process exists for granting access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information, etc.)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
10. Does Applicant/Bidder use encryption products to protect HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WiFi, etc.) or that is stored on a computer system that is physically or electronically accessible to the public? (FIPS 140-2 encryption* preferred.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
11. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
12. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
13. Does Applicant/Bidder store HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can Applicant/Bidder produce evidence of the encryption, such as, a screen shot or a system report? (FIPS 140-2 encryption* preferred.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<p>* For more information regarding FIPS 140-2 encryption products, refer to: http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm</p>	

14. Does Applicant/Bidder prohibit the storage or creation of HHS Confidential Information on free Cloud Services or social media sites, unless there is an HHS-approved subcontractor agreement including an encryption-at-rest requirement with the service or site?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information contain up-to-date anti-malware and antivirus protection?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
17. Does the Applicant/Bidder review system security logs on computing systems that access or store HHS Confidential Information for abnormal activity or security concerns on a regular basis?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
18. Notwithstanding records retention requirements, do Applicant/Bidder's disposal processes for HHS Confidential Information ensure that HHS Confidential Information is destroyed so that it is unreadable or undecipherable?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
Section D: Signature and Submission	
Please sign the form digitally, if possible; if you can't, provide a handwritten signature.	
Signature: 	Date: 4/2/16
To submit the completed, signed form, do one of the following: <ul style="list-style-type: none"> Click the Submit by Email button. (When prompted, choose the Desktop Email Application option and click OK.) Attach it to an email to InfoSecurity@hhsc.state.tx.us. <div style="text-align: center;"> <input type="button" value="Submit by email"/> </div>	

Attachment E – Grantee UTC

VERSION 2.12

HHSC Uniform Terms and Conditions Version 2.12
Published and Effective: November 30, 2015
Responsible Office: Chief Counsel



Health and Human Services Commission
HHSC Uniform Terms and Conditions - Grant
Version 2.12

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“[Amendment](#)” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“[Attachment](#)” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“[Contract](#)” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“[Deliverable](#)” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“[Effective Date](#)” means the date agreed to by the Parties as the date on which the Contract takes effect.

“[System Agency](#)” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“[Federal Fiscal Year](#)” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“[GAAP](#)” means Generally Accepted Accounting Principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[Grantee](#)” means the Party receiving funds under this Contract, if any.

“[Health and Human Services Commission](#)” or “[HHSC](#)” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“[HUB](#)” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“[Intellectual Property](#)” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

4.03 Submission of Audit

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:

Dani.fielding@hhsc.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide

the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contactors or subcontractors during performance of this Contract.

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.10 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.11 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.12 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.13 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.14 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.15 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.16 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.17 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.18 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.19 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.20 Civil Rights

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
 7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

Attachment F – HHSC Special Conditions Version 1.0



**Health and Human Services Commission
Special Conditions
Version 1.0**

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HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

ARTICLE I. SPECIAL DEFINITIONS

“Conflict of Interest” means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

“Contractor Agents” means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

“Custom Software” means Software developed as a Deliverable or in connection with the Agreement.

“Data Use Agreement” means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

“Federal Financial Participation” is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

“Item of Noncompliance” means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

“Minor Administrative Change” refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

“Other Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

“Outside the United States” means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

“Software” means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

“State” means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

“Third Party Software” refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

“Turnover” means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

“Turnover Plan” means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

“VUTC” means HHSC’s Uniform Terms and Conditions – Vendor, Version 2.12

“WSD” means the Work, Services, or Deliverables to be performed or provided under the Contract.

ARTICLE II. GENERAL PROVISIONS

2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

- a. The Signature Document;
- b. These Special Conditions;
- c. HHSC Uniform Terms and Conditions – Vendor;
- d. The Solicitation and any addendums, corrections, and clarifications; then
- e. Contractor’s Solicitation Response and any agreed to modifications.

2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor’s assurances of the following:

- a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- c. Contractor has performed similar WSD for other public or private entities;
- d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC’s current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- e. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

the capability to perform the WSD in accordance with the terms and conditions of the Contract;
and

- f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

2.03 Delegation of Authority

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

- a. Make public policy;
- b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

2.04 Other System Agencies Participation in the Contract

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

2.05 Most Favored Customer

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

2.06 Assumption After Assignment

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

2.07 Cooperation with HHSC Vendors

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

2.08 Renegotiation and Reprocurement Rights

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

2.09 Solicitation Errors

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES

3.01 Authority

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

3.02 Prohibition

Contractor agrees that, unless specifically authorized in writing by HHSC:

- (1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
- (2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
- (3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

3.03 Exception

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

3.04 Remedy

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS

4.01 Qualifications

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

4.02 Conduct and Removal

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

4.03 No Authority

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

4.04 E-Verify

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
- (2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

4.05 Subcontractors Not Identified in the Solicitation Response

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- (1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- (2) Object to the selection of the Subcontractor; or
- (3) Object to the subcontracting of the WSD proposed to be subcontracted.

ARTICLE V. PERFORMANCE

5.01 Measurement

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (1) Compliance with Contract requirements, including all representations and warranties;
- (2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- (3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

- (5) Timeliness, completeness, and accuracy of WSD; and
- (6) Achievement of specific performance measures and incentives as applicable.

ARTICLE VI. AMENDMENTS AND MODIFICATIONS

6.01 Formal Procedure

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

6.02 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

6.03 Technical Guidance Letters

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

ARTICLE VII. AUDITS AND RECORDS

7.01 Record Retention

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at <https://www.tsl.texas.gov/sites/default/files/public/tslac/slrn/state/schedules/529.PDF>. It is Contractor's

responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

7.02 Access and Accommodation

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response to Audits or Inspection Findings

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

- (1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
- (2) Performed by Contractor as part of the WSD; or
- (3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

ARTICLE VIII. PAYMENT

8.01 Duty to Make Payment

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

ARTICLE IX. CONFIDENTIALITY

9.01 Requests for Public Information

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

9.02 Consultant Disclosure

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

9.03 Other Confidential Information

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES

AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE X. DISPUTES AND REMEDIES

10.01 Agreement of the Parties

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

10.02 Operational Remedies

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- 1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- 2) Require additional or different corrective action(s) of HHSC's choice;
- 3) Suspension of all or part of the Contract or WSD;
- 4) Prohibit Contractor from incurring additional obligations under the Contract;
- 5) Issue stop Work Orders;
- 6) Assessment of liquidated damages as provided in the Contract;
- 7) Accelerated or additional monitoring;
- 8) Withholding of payments; and
- 9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

10.03 Equitable Remedies

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

10.04 Continuing Duty to Perform

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

ARTICLE XI. DAMAGES

11.01 Availability and Assessment

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- 1) Through direct assessment and demand for payment to Contractor; or
- 2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

11.02 Specific Items of Liability

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.

ARTICLE XII. **TURNOVER**

12.01 **Turnover Plan**

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

- 1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
- 2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

12.02 **Turnover Assistance**

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS

13.01 HHSC Additional Rights

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

13.02 Third Party Software

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

13.03 Software and Ownership Rights.

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

14.01 Ability to Perform

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

14.02 Continuing Duty to Disclose

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

14.03 Conflicts of Interest

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

14.04 Flow Down Provisions

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

14.05 Recruitment Prohibition

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

14.06 Manufacturer's Warranties

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

14.07 Cooperation with HHSC Designees

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

14.08 Notice of Litigation or Contract Action

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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Attachment G – State Assurances

State Assurances

(a) Scope. In addition to federal requirements, state law requires a number of assurances from applicants for federal pass-through or other state-appropriated funds.

(1) A subgrantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

(2) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(3) When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

(4) A subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Family and Protective Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.

(5) Subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).

(6) The applicant must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(7) Subgrantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Attachment H – Federal Assurances

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non- discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to

all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance. 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Attachment I – DUA

**DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
_____ (“CONTRACTOR”)**

This Data Use Agreement (“DUA”), effective as of the Base Contract (“Effective Date”), is entered into by and between the Texas Health and Human Services Enterprise agency _____ (“HHS”) and _____ (“CONTRACTOR”), and incorporated into the terms of HHS Contract No. 529-16-0132,00020 in Travis County, Texas (the “Base Contract”).

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. **45 CFR 164.504(e)(1)-(3)** This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

“**Authorized Purpose**” means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“**Authorized User**” means a Person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

“Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Legally Authorized Representative” of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 *Obligations of CONTRACTOR*

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 CFR 164.502(b)(1); 45 CFR 164.514(d)**

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. **45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101**

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. **45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)**

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate

relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief. **45 CFR 164.504(e)(2)(ii)(A)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and **45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)**

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. **45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.**

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. **45 CFR 164.524 and 164.504(e)(2)(ii)(E)**

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. **45 CFR 164.504(e)(2)(ii)(E) and (F)**

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. **45 CFR 164.504(e)(2)(ii)(G) and 164.528**

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests, unless HHS has given prior written consent for CONTRACTOR to respond to and account for all such requests. **45 CFR 164.504(e)(2)**

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. **45 CFR 164.308; 164.530(c); 1 TAC 202**

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and

administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: **45 CFR 164.504(e)(ii)(I)(A)**

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B)**

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(e)(2)(ii)(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 2. The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306**

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)**

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. **45 CFR 164.308(a)(2)**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d)**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. **45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d)**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. **45 CFR 164.504(e)(2)(i)(I)**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information at rest requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance

investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d)**

(Z) CONTRACTOR will comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Breach or Event Notification to HHS. 45 CFR 164.400-414

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). **45 CFR 164.404**

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after

Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and **IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.**

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410**

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: **For (a) - (m) below: 45 CFR 164.400-414**

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as

otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

Section 4.02 *Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530*

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.03 *Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)*

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 *Ownership of Confidential Information*

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

Section 6.02 *HHS Commitment and Obligations*

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 6.03 *HHS Right to Inspection*

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 *Term; Termination of DUA; Survival*

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or
3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or
4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 6.05 *Governing Law, Venue and Litigation*

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 *Injunctive Relief*

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 *Indemnification*

CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 6.08 *Insurance*

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require CONTRACTOR to maintain, at its expense, the special and/or custom first- and third-party

insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and non-contributory status, with required insurance coverage, by the Effective Date, or as required by HHS.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 6.09 *Fees and Costs*

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 *Entirety of the Contract*

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 *Automatic Amendment and Interpretation*

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM
HHS CONTRACT NUMBER _____

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with _____
(SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTRACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

SUBCONTRACTOR

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE _____, **201** .

DATE: _____